



SELECT BOARD CALENDAR

05/09/2023 | HYBRID MEETING

SELECT BOARD HEARING ROOM 6TH FLOOR, BROOKLINE TOWN HALL

- Bernard W. Greene
- John VanScoyoc – Vice Chair
- Miriam Aschkenasy
- Michael Sandman
- Paul Warren
- Charles Carey – Town Administrator

OR

Please click this URL to Register & Find the Information to Join as an Attendee
via your Confirmation Email:

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To Join by Phone: 1 646 828 7666
Webinar ID: 161 283 7306

To Watch and Comment:
BrooklineInteractive.org/live

1. **ORGANIZATION OF THE SELECT BOARD**

5:00 PM Reorganization of Select Board leadership.
2. **OPEN SESSION**

Question of entering into executive session for the reasons in items 3 and 4.
3. **EXECUTIVE SESSION - LITIGATION**

For the purpose of discussing litigation strategy regarding a worker's compensation claim by Dawn Churchill Paes.
4. **EXECUTIVE SESSION - COLLECTIVE BARGAINING**

For the purpose of discussing strategy related to collective bargaining with the Brookline Police Union and the School Traffic Supervisors Union.
5. **ANNOUNCEMENTS/UPDATES**
6:00 PM Select Board to announce recent and/or upcoming Events of Community Interest.
6. **PUBLIC COMMENT**
Public Comment period for residents who requested to speak to the Board regarding Town issues not on the Calendar.
Up to fifteen minutes for public comment on matters not appearing on this Calendar shall be scheduled each meeting. Persons wishing to speak may sign up in advance beginning on the Friday

preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Select Board's office at 617-730-2202 or by e-mail at kmacgillivray@brooklinema.gov. The full Policy on Public Comment is available at <http://www.brooklinema.gov/376/Meeting-Policies>

7.

MISCELLANEOUS

Approval of miscellaneous items, licenses, vouchers, and contracts.

- 7.A. Question of approving the meeting minutes from April 25, 2023**
- 7.B. Question of approving a proclamation recognizing Jewish American Heritage Month.**
- 7.C. Question of approving the proclamation recognizing Public Service Recognition Week 2023.**
- 7.D. Question of approving the following authorization to hire requests in the Department of Public Works:
Park Maintenance Craftsperson (LN-3)
Transportation Administrative Assistant (C-08)**
- 7.E. Question of approving the authorization to hire request for a Clinical Social Worker (T627) in the Department of the Council on Aging.**
- 7.F. Question of approving an authorization to hire for the following positions in the Library Department:
Library Assistant III - Youth Services (K-03)
Librarian II (K-03)**
- 7.G Question of approving the appropriation transfer requesting the amount of \$39,000 within the Department of Public Works budget:**
- From: Org #40004010 Object #525030 Amount \$8,000
To: Org #40004010 Object #551099 Amount \$8,000**
- From: Org #40004010 Object #522016 Amount \$10,000
To: Org #40004010 Object #531012 Amount \$10,000**
- From: Org #40004010 Object #525022 Amount \$6,000
To: Org #40004010 Object #533210 Amount \$6,000**
- From: Org #40004102 Object #523080 Amount \$3,000
To: Org #40004010 Object #551099 Amount \$3,000**
- From: Org #40004300 Object #523598 Amount \$12,000
To: Org #40004300 Object #539035 Amount \$8,000
Org #40004300 Object #531012 Amount \$2,000
Org #40004300 Object #532025 Amount \$2,000**

40004010 525030 Administrative Printing Services \$8,000
40004010 522016 Administrative Software Services \$10,000
40004010 525022 Administrative Postage \$6,000
40004102 523080 Eng/Transportation Software RN \$3,000
40004300 523598 Sanitation Solid Waste \$12,000

To:

40004010 551099 Administrative Education/Training \$8,000
40004010 531012 Administrative Office Supplies \$10,000
40004010 533210 Administrative Receptions \$6,000
40004101 551099 Eng/Transportation Education/Training \$3,000
40004300 539035 Sanitation Uniforms/Protective \$8,000
40004300 531012 Sanitation Office Supplies \$2,000
40004300 532025 Sanitation Recycling Supplies \$2,000

7.H

Question of approving the appropriation transfer request in the amount of \$7,000 within the Fire Department budget:

From:

Office Supplies \$1,500
General Supplies \$1,000
Maintenance Supplies \$1,500
Motor Vehicle Supplies \$3,000

To:

Motor Vehicle Repair and Maintenance \$1,500
Professional/Technical Services \$1,000
Professional/Technical Services \$1,500
Rentals/Leases \$3,000

7.I.

Question of approving the following appropriation transfer within the Building Department in the amount of \$150,720:

From account 25003430 51010 School Personnel \$50,160

To: account 25003430 561010 Electricity \$50,160

From account 25003430 510101 School Personnel \$50,560

To: account 25003430 522400 School Repair and Maintenance \$50,560

From: account 25003430 51010 School Personnel \$50,000

To account 25003430 561010 Electricity \$50,000

7.J.

Question of approving Contract No. PW/23-06 “Larz Anderson Roadway Improvements” with Mass Pavement Reclamation, Inc., 1356 Hanover Street, Hanover, MA 02339 in the amount of \$1,599,741.40.

- 7.K** Question of approving the following five (5) awards by the US Department of Homeland Security's, UASI grant program, via the Metro Boston Homeland Security Region and the City of Boston Mayor's Office of Emergency Management:
- CERT Development Award - \$10,666.00**
Community Preparedness Strategy Award - \$10,000.00
Emergency Preparedness Buddies Award - \$60,000.00
Mass Notification System Award - \$13,500.00
Until Help Arrives Award \$11,362.55
- 7.L.** Question of approving Change Order #25 with Gilbane in the amount to of \$374,486.00 related to the Driscoll School project
- 7.M** Question of approving Contract Amendment #31, in the amount of \$8,885.00 with William Rawn Associates for added services related to the BHS project for bid documents and for reimbursable expenses
- 7.N.** Question of approving Extra Work Order #6 with Casella Waste Management for \$225,000 related to contract PW/16-01
- 7.O** Question of approving a contract with MKA Architects for design of the Renovations to Police station locker rooms in the amount of \$37,000.00.
- 7.P.** Question of approving a Temporary Wine and Malt Beverages Sales License to Michelle Mackenzie d/b/a The Brookline Teen Center for a Bat Mitzvah to be held on May 13, 2023 from 11:00AM – 3:00PM at 40 Aspinwall Ave. 100 people expected to attend.

- 8.** **CALENDAR**
Review and potential vote on Calendar Items

- 9.** **BOARDS AND COMMISSIONS - INTERVIEWS**

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

Planning Board
Susan Howards

Brookline Commission for Women
Cynthia Levay
Julia Khazan

10. SPECIAL STATE ELECTION

Question of executing the Special State Election warrant and assigning police details for the Special State Election on May 30, 2023.

11. WARRANT ARTICLES

Discussion and possible reconsideration/vote on the following Warrant Articles for the 2023 Annual Town Meeting:

Article 2 - Collective Bargaining Agreements (Human Resources)

Article 7 - Annual (FY24) Budget Appropriations Article

Article 15 - Amend Article 5.9 of the Town's General By-Laws to clarify and update votes previously taken regarding the Stretch Code and Specialized Energy Code, and add fossil fuel free restrictions in accordance with the MA DOER Demonstration Project. (Department of Planning and Community Development)

12. NOISE BY-LAW WAIVER PUBLIC HEARING

7:00 PM Public hearing for a Noise Bylaw Waiver request from KB Aruda Construction Inc. for work to be performed on Monday May 15, 2023 from 11:00 pm-7:00 am at 44 Winslow Road

13. CDBG ANNUAL ACTION PLAN - PUBLIC HEARING

7:00 PM Public hearing on the FY24 CDBG Annual Action Plan

14. BOARDS AND COMMISSIONS - APPOINTMENTS

The following candidates for appointment/reappointment to Boards and Commissions:

Commission for Diversity, Inclusion, and Community Relations

Naming Committee

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. The Town of Brookline does not discriminate on the basis of disability in its hiring or employment practices. This notice is provided as required by Title II of the Americans with Disabilities Act (ADA) and by Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information may be sent to Sarah Kaplan, Community Relations Specialist and ADA / Section 504 Coordinator. Persons with disabilities who need either auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures in order to access programs and activities of the Town of Brookline are invited to make their needs and preferences known to the ADA Coordinator. This notice is available in alternative formats from the ADA Coordinator.



MINUTES

SELECT BOARD

04/25/2023 | 5:30 PM

HYBRID- ZOOM AND 6TH FLOOR HEARING ROOM

Present: Select Board Member, Bernard W. Greene, Select Board Member, John VanScoyoc, Select Board Member, Miriam Aschkenasy, Select Board member, Michael Sandman

OPEN SESSION

Question of entering into Executive Session for the reasons stated in items 2 and 3.

The Chair declared that the Board shall enter into executive session for the purpose of conducting strategy sessions in preparation for negotiations with nonunion personnel or to conduct contract negotiations with nonunion personnel candidate for Police Chief, Jennifer Paster because an open meeting may have a detrimental effect on the bargaining or litigating position of the public body. The board will reconvene in open session.

On motion it was,

Voted to enter into executive session

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

EXECUTIVE SESSION - LITIGATION

Executive session for the purpose of conducting strategy sessions in preparation for negotiations with nonunion personnel or to conduct contract negotiations with nonunion personnel candidate for Police Chief, Jennifer Paster.

EXECUTIVE SESSION - EXECUTIVE SESSION MINUTES

Question of approving the following Executive Session meeting minutes:

April 11, 2023

April 18, 2023

ANNOUNCEMENTS/UPDATES

The Chair read two proclamations:

National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the Town of Brookline; and,

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WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the Town of Brookline to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the 2023 National Public Work theme "Connecting the World Through Public Works" highlights the way public works professionals connect us physically, through infrastructure, and inspirationally, through service to their communities, whether as first responders, or daily workers carrying out their duties with pride. Public works connectors help keep communities strong by providing an infrastructure of services in transportation, water, wastewater, and stormwater treatment, parks and public grounds, emergency management and first response, solid waste, and right-of-way management. They are what make our communities great places to live and work. Join us in celebrating the quiet work these professionals do that makes life better for all of us.

NOW THEREFORE, the Town of Brookline does hereby proclaim the week of May 21 through 27, 2023 as "National Public Works Week" in the Town of Brookline and encourages all citizens and civic organizations to recognize the substantial contributions Public Works personnel make to protect our health, safety, and quality of life.

Given under our hand and Seal of the Town of Brookline, in the Commonwealth of Massachusetts, this 25th day of April, 2023.

P R O C L A M A T I O N

OF THE BROOKLINE, MASSACHUSETTS SELECT BOARD
RECOGNIZING ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

WHEREAS the month of May marks Asian American and Pacific Islander (AAPI) Heritage Month, which celebrates the histories of families who came to America from East and Southeast Asia, the Indian subcontinent and the Pacific island nations of Melanesia, Micronesia and Polynesia; and

WHEREAS on October 23, 1992, Congress passed, and the President signed Public Law 102-450 proclaiming the month of May to be AAPI Heritage Month; and

WHEREAS on May 1, 2018, Governor Charles D. Baker signed House Bill 3360, An Act designated May as Asian American and Pacific Islander Month in Massachusetts and in recent years local communities such as the City of Boston, Lexington, and Amherst have proclaimed May to be AAPI Month; and

WHEREAS AAPI residents constitute the largest community of color in the Town of Brookline. According to the 2020 Census, over 12,000 Brookline residents identify as AAPI, which is 19% of the Town's population or almost 1 in 5 residents; and

WHEREAS the AAPI community has suffered widespread discrimination and hateful and violent attacks throughout its history in America, up to the present; and

WHEREAS, despite discrimination and hate, the AAPI community has made important, long-lasting, and irreplaceable contributions to American life and culture including in Brookline; and

WHEREAS AAPI American military personnel have served honorably, courageously, and with distinction in service to America in all its wars and other military duties; and

WHEREAS the Select Board of the Town of Brookline recognizes the contributions and the concerns of AAPI and other protected communities through celebrations and events; and

WHEREAS the Office of Diversity, Inclusion and Community Relations (ODICR), in conjunction with the Brookline Asian American Family Network (BAAFN), has sponsored an AAPI Heritage Month celebration since 2016.

NOW, THEREFORE, THE SELECT BOARD OF THE TOWN OF BROOKLINE MASSACHUSETTS HEREBY PROCLAIMS THAT:

The Month of May shall be celebrated in Brookline as Asian American and Pacific Islander Heritage Month.

In furtherance of this Proclamation, the Brookline Select Board hereby:

Urges Town departments and other local governmental and non-governmental bodies to develop programs, ceremonies, and activities to recognize and celebrate AAPI Heritage Month as appropriate to their missions.

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Urges residents, visitors, and people passing through Brookline to use the month of May to start a year-round process to study, learn about, and reflect on the history, culture, and contributions of the AAPI community in America and in the Town of Brookline.

Urges residents, visitors, and people passing through Brookline to challenge and block hateful messages and actions against the AAPI community, whether American born, foreign born citizens, or immigrants to America, and to acknowledge and learn about the historic discrimination inflicted upon the AAPI community and the recent increase in anti-Asian racism during the COVID 19 pandemic.

Board member Sandman announced that the Black N Brown Club has notified him that they have been in touch with the Brookline Community Foundation and with the SCORE organization that he recommended to assist them with their programming on affordable childcare. He is happy to join with the Community Foundation in an effort to support the childcare program.

PUBLIC COMMENT

1. Sana Hafeez, representing the Black N Brown Club spoke on ARPA funds and relayed that they have not received any funds to date.
She also spoke on a dangerous hazard at the Brookline Ave playground, a metal cylinder as part of a play structure is close to eye level with small children and a safety hazard.
2. Ade Ijanusi corrected that his organization is the Black N Brown Club, not the Black and Brown Media organization. He also spoke on the hazardous playground equipment at Brookline Ave Playground.

MISCELLANEOUS

Question of approving the meeting minutes:

April 11, 2023

April 18, 2023

On motion it was,

Voted to approve the meeting minutes from April 11, 2023 as amended

Voted to approve the meeting minutes from April 18, 2023

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

SPONSORSHIP FUNDING

Question of accepting Sponsorship Funding the amount of \$900 for the Brookline Asian American Family Network to be used for the upcoming 8th Annual BAAFN Award Ceremony held on May 20th.

Mint Julep - \$300.00

Geico - \$300.00

Sanela Salon - \$300.00

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

CHANGE ORDER

Question of approving Change Order #25 in the amount of \$374,486 with Gilbane related to the Driscoll School project

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

7.A.

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CONTRACT AMENDMENT

Question of approving Contract Amendment #31 in the amount of \$8,885 with William Rawn Associates, BHS project for added services to change the phasing plan in the bid documents and for reimbursable expenses.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

DONATIONS

Question of approving the following items related to the Brookline Commission for the Arts:

1. Donations (3) to support Public Art - \$290.00

2. Approval of accepting a grant from the Mass Cultural Council in the amount of \$2,500

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

PROCLAMATION(S)

Question of approving a proclamation recognizing national Asian American and Pacific Islander Heritage Month.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Question of approving the proclamation to declare the week of May 21 through 27, 2023 as “National Public Works Week” in the Town of Brookline and encourage all citizens and civic organizations to recognize the substantial contributions Public Works personnel make to protect our health, safety and quality of life.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

ONE DAY ALCOHOL LICENSES

Question of approving a Temporary All Alcohol Beverages Sales License to The Hellenic Association of Boston a/k/a Annunciation Greek Orthodox Cathedral of N.E. for First Communion Celebration to be held on May 6, 2023 from 6pm-11pm at 162 Goddard Ave. 120 people expected to attend.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Question of approving a Temporary All Alcohol Beverages Sales License to The Hellenic Association of Boston a/k/a Annunciation Greek Orthodox Cathedral of N.E. for Wedding Reception to be held on May 7, 2023 from 6pm-11pm at 162 Goddard Ave. 220 people expected to attend.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Question of approving a Temporary All Alcohol Beverages Sales License to Karen Hasenfus d/b/a The Larz Anderson Auto Museum for a 50th Birthday Party to be held on May 6, 2023 from 6:00PM – 11:00PM at 15 Newton Street. 100 people expected to attend.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

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Question of approving a temporary ALL Alcohol Beverages License to Larz Anderson Auto Museum for an Exhibit Opening event on May 4, 2023 6:00pm-10:00pm, 15 Newton Street; 100 people expected to attend.

Approved

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

CALENDAR

POLICE CHIEF CONTRACT APPROVAL

Question of approving the employment contract for the Police Chief as recommended by the Town Administrator.

Town Administrator Carey announced that the Board unanimously voted to appoint Jennifer Paster to Police Chief while in executive session.

On motion it was,

Voted to approve the employment contract with Jennifer Paster for the Police Chief as recommended by the Town Administrator.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

AUDIT PRESENTATION

James Powers of Powers and Sullivan and Paul Healy, Audit Committee Chair, will appear to present the 2022 Audit Report.

Finance Director Lincoln Heineman read the Audit Committee's report.

James Powers reviewed the audit report.

Highlights:

- Review of Financial and Management Practices
- Tax Base/Local economy
- Long Term Financial Planning
- The Annual Financial Plan
- Capital Improvement Program
- Other Postemployment Benefits
- Cash Management Policies and practices
- Risk Management
- Initiatives

Board member VanScoyoc would like to see information related to structural deficit included in the report.

7.A.

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DEPARTMENTAL BUDGET REVIEW

Review of the FY24 Departmental Budgets for the School Department, the Department of Public Works, and Water and Sewer, Capital Improvement Program and Unclassified/Debt & Interest.

School Department – Superintendent Dr. Guillory made a presentation

- FY22 deficit of \$6,503,253
- Review of cuts should override fail (\$3,251 million) and doubles in year three
- Review of \$1.85 million in programmatic Adjustments
- Impact on programs with a failed override
- Review of staffing vs. enrollment - Year 23-24 enrollment 7,195 – FTE 1,209.47

Board member Aschkenasy inquired about program cuts and noted the short-staffed administration offices. Dr. Guillory responded that there are programs and services that cannot be cut under State and Federal mandates.

Board member VanScoyoc asked about the use of one-time funds (ARPA or ESSA) and the allocations after they run out.

School Committee member Mariah Nobrega relayed the School Committee's decision to extend the needs of the students as far as they could. She added those funds were not related to additional staff.

Department of Public Works/ Water & Sewer – Commissioner Gallentine made a presentation

- Review of leadership team
- Review of Highway & Sanitation – Kevin Johnson, Director
- Review of Parks & Open Space – Alexandra Vecchio, Director
- Review of Engineering & Transportation – Rob King, Director
- Review of Water & Sewer – Jay Hersey, Director
- FY24 objectives
- FY23 Accomplishments

Capital Improvement Program – Deputy Town Administrator Melissa Goff provided a presentation

- CIP Policies
- Investment of \$367 million (\$61million per year)
- School building project- Pierce School
- Review of major projects
- Review of funding policy
- CIP Financing - Free Cash
- FY24 Revenue financed component
- FY24 Debt services

Unclassified/Debt & Interest

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- Review of unclassified line items
- Review of Debt & Interest

ARPA ALLOCATION

Discussion and possible vote on the remaining ARPA fund allocations.

Town Administrator Chas Carey reviewed last week's meeting when two ARPA allocations were held from the board's vote due to questions on the organizations non-profit status and their existence for fewer than three years. Mr. Carey offered conditions to the two applicants, and any applicant with less than three years of experience to ensure the funding is appropriately used and in a timely matter and to deter the government from doing a *claw-back* on their funding.

Chair Greene added with respect to the Black N Brown Club's application, they are taking a risk on the program to provide childcare; if they can't reach that bar we still need that program and will need to find someone to get it up and running.

Board member VanScoyoc added that he feels the Brookline for Racial Justice & Equity application is heavy on using measurable data on what programs the community is seeking; he feels the town has engaged in various consultants to do this kind of disparity study.

On motion it was,

Voted to allocate \$1 million to the Black N Brown club for their childcare program upon agreement of the grant conditions developed by the town.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Voted to allocate \$475k to the Brookline for Racial Justice & Equity upon agreement of the grant conditions developed by the town.

Aye: Bernard Greene, Miriam Aschkenasy, Michael Sandman

Against: John VanScoyoc

Board member Aschkenasy stepped out briefly

WARRANT ARTICLES PUBLIC HEARING

Public Hearing and possible vote on the following warrant articles for the 2023 Annual Town Meeting:

Article 2 Approval of Collective Bargaining Agreements. (Human Resources)

Deputy Town Administrator Melissa Goff reviewed there are no bargaining agreements at this time. This article vote was tabled.

Article 4 Report on the close-out of special appropriations / Bond Authorization Rescission. (Select Board)

Deputy Town Administrator Melissa Goff reviewed the article and recommended a non-action vote because the comptroller already has the authority to close these accounts.

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Public hearing: No speakers

On motion it was,

Voted 3-0 No Action on Article 4

Aye: Bernard Greene, John VanScoyoc, Michael Sandman

Absent: Miriam Aschkenasy

Article 7 Annual (FY24) Budget Appropriations Article. (Advisory Committee)

Ms. Goff made a short presentation of the Financial Plan Update

- \$369 million in General Appropriation (successful override \$375 million)
- GIC changes
- Received FEMA funds
- Review of Advisory Committee's changes, holds and restriction's (\$919, 237 over budget)

Ms. Goff presented the budget tables and two components of the budget vote

Base vote A

Override amount

Base B which is A plus override amount

Board member VanScoyoc announced he will change his vote to align with the Pierce School ballot question as the community voted.

On motion it was,

1. Voted 3-1 Favorable Action on the Budget Article 7 as presented by Ms. Goff with the Pierce School project allocations

Aye: Bernard Greene, Miriam Aschkenasy, Michael Sandman

Against: John VanScoyoc

2. Voted 4-0 Favorable Action on Article 7 as presented by Ms. Goff *without* the Pierce project allocations.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

VOTED: To approve the budget for fiscal year 2024 set forth in the attached Tables I and II; to appropriate the amounts set forth for such fiscal year in the departments and expenditure object classifications within departments, as set forth in Tables I and II, subject to the following conditions; to raise all sums so appropriated, unless other funding is provided herein; and to establish the following authorizations:

1.) TRANSFERS AMONG APPROPRIATIONS: Transfers between the total departmental appropriations separately set forth in Tables 1 and 2 shall be permitted by vote of Town Meeting or as otherwise provided by Massachusetts General Laws Chapter 44, Section 33B(b). Within each separate departmental appropriation, expenditures shall be restricted to the expenditure object classifications set forth in the recommendation of the Advisory Committee, and voted by the Town Meeting, for each department, subject to the following exceptions:

- A) Expenditures within the appropriation for the School Department shall not be restricted.
- B) The following transfers within the appropriations for each department (other than the School Department and the Library Department), shall be permitted only with the prior written approval of the Select Board and Advisory Committee:

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- i) Transfers from the appropriation for the capital outlay object classification to any other object classification.
 - ii) Transfers to the appropriation for the personal services object classification from any other object classification.
 - iii) Any transfer which has the effect of increasing the number of positions or the compensation for any position exclusive of adjustments in wages and benefits voted separately by Town Meeting.
 - v) Transfers within the Department of Public Works from the Parks Division to any other purpose.
 - vi) Transfers within the Department of Public Works from the Snow and Ice budget to any other purpose.
- C) Transfers within the Library Department appropriation shall be permitted with the approval of the Board of Library Trustees, and written notice of such approval shall be submitted promptly to the Advisory Committee, Town Administrator and Town Comptroller.
- D) All other transfers within the total appropriation for a particular department shall be permitted with the written approval of the Town Administrator, subject to review and approval of the Select Board, and upon the condition that written notice of each such approval shall be submitted promptly to the Advisory Committee and Town Comptroller.

2.) PROCUREMENT CONTRACTS AND LEASES: The Chief Procurement Officer is authorized to lease, or lease with an option to purchase, any equipment or capital item funded within the FY2023 budget, and to solicit and award contracts for terms of not more than four years, provided that in each instance the longer term is determined to be in the best interest of the Town by a vote of the Select Board.

3.) ALLOCATION OF SALARY ADJUSTMENTS: Appropriations for salary and wage adjustments (Item #20) shall be transferred by the Town Comptroller to the various affected departments within (60) days from the beginning of the fiscal year, or in the absence of duly approved collective bargaining agreements, within (60) days of the approval of the collective bargaining agreements by Town Meeting. The Select Board shall determine the salaries, which may include merit adjustments, for employees not included in any collective bargaining agreement.

Should a balance remain after the Town Comptroller has made the transfers specified herein, said balance shall be transferred by the Town Comptroller to a budget line entitled Personnel Services Reserve (Item #19), which shall be used to fund costs incurred over the course of the fiscal year pursuant to employee contracts and/or established personnel policies. The Town Comptroller shall include an accounting of all transfers made from this reserve in the Annual Financial Report.

4.) STIPENDS / SALARIES OF ELECTED OFFICIALS: The stipends of members of the Select Board shall be at the rate of \$4,500 per year for the Chair and at the rate of \$3,500 per year for each of the other four members. The annual salary of the Town Clerk shall be at the rate of \$106,861 effective July 1, 2023, plus any adjustment approved by vote of the Select Board. The Town Clerk shall pay all fees received by the Town Clerk by virtue of their office into the Town treasury for Town use.

5.) VACANT POSITIONS: No appropriation for salaries, wages, or other compensation shall be expended for any benefit-eligible position which has become vacant during the fiscal year unless the Select Board, at an official meeting, has determined that the filling of the vacancy is either essential to the proper operation of the Town or is required by law. This condition shall not apply to appropriations of the School Department.

6.) GOLF ENTERPRISE FUND: The following sums, totaling \$2,517,574 shall be appropriated into the Golf Enterprise Fund, and may be expended under the direction of the Park and Recreation Commission, for the operation of the Golf Course:

7.A.

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Salaries	\$875,572
Purchase of Services	\$438,060
Supplies	\$481,000
Other	\$9,600
Utilities	\$137,741
Capital	\$170,642
Debt Service	\$119,721
Reserve	<u>\$25,000</u>
Total Appropriations	\$2,257,336
Indirect Costs	<u>\$260,238</u>
Total Costs	\$2,517,574

Total costs of \$2,517,574 to be funded from golf receipts with \$260,238 to be reimbursed to the General Fund for indirect costs.

7.) WATER AND SEWER ENTERPRISE FUND: The following sums, totaling \$32,522,728 shall be appropriated into the Water and Sewer Enterprise Fund, and may be expended under the direction of the Commissioner of Public Works for the Water and Sewer purposes as voted below:

	Water	Sewer	Total
Salaries	2,658,407	622,907	3,281,314
Purchase of Services	163,617	150,000	313,617
Supplies	149,805	27,000	176,805
Other	13,900	6,980	20,880
Utilities	141,379	0	141,379
Capital	543,349	65,000	608,349
Intergovernmental	8,551,815	14,169,817	22,721,632
Debt Service	925,750	1,261,540	2,187,290
Reserve	<u>139,185</u>	<u>180,425</u>	<u>319,610</u>
Total Appropriations	13,287,207	16,483,669	29,770,876
Indirect Costs	<u>2,218,878</u>	<u>532,974</u>	<u>2,751,852</u>
Total Costs	15,506,085	17,016,643	32,522,728

Total costs of \$32,522,728 to be funded from water and sewer receipts with \$2,751,852 to be reimbursed to the General Fund for indirect costs.

8.) REVOLVING FUNDS:

- a.) The Park and Recreation Commission is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for special recreation programs and events. All receipts from said programs and events shall be credited to the fund. Annual expenditures from the fund shall not exceed \$4,600,000.

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- b.) The Building Commissioner is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for the repair and maintenance of the Town's rental properties, including all those listed in the vote under Article 13 of the Warrant for the 1999 Annual Town Meeting. All receipts from said rental properties shall be credited to the fund. Annual expenditures from the fund shall not exceed \$225,000.
- c.) The Commissioner of Public Works is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for the construction and reconstruction, upkeep, maintenance, repair and improvement of sidewalks and walkways along public streets and ways over, across and through town owned property. Annual expenditures from the fund shall not exceed \$100,000.
- d.) The Director of Planning and Community Development is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for the Façade Improvement Loan Program. Annual expenditures from the fund shall not exceed \$30,000.
- e.) The Library Director is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for the Copier Program. Annual expenditures from the fund shall not exceed \$30,000.
- f.) The School Department is authorized to maintain and operate, under the provisions of General Laws Chapter 44, Section 53E1/2 and Chapter 79 of the Acts of 2005, a revolving fund for the School bus Program. Annual expenditures from the fund shall not exceed \$75,000.

9.) SCHOOLHOUSE MAINTENANCE AND REPAIR: The sum of \$7,635,891 included within the Building Department appropriation for school building maintenance, shall be expended for School Plant repair and maintenance and not for any other purpose. The listing of work to be accomplished shall be established by the School Department. The feasibility and prioritization of the work to be accomplished under the school plant repair and maintenance budget shall be determined by the Superintendent of Schools and the Building Commissioner, or their designees.

10.) SNOW AND ICE BUDGET: The sum of \$457,530, included within the Department of Public Works appropriation for snow and ice operations, shall be expended for snow and ice operations and not for any other purpose, unless transferred per the provisions of Section 1.B.vi of this Article 9.

11.) INTERFUND TRANSFERS: In order to fund the appropriations voted for the various departments itemized on Table 1, the Town Comptroller is authorized to make the following interfund transfers:

Cemetery Sales Special Revenue Fund [to the General Fund for the Department of Public Works]	\$ 100,000
Recreation Revolving Fund [to the General Fund for benefits reimbursement]	\$460,811

13.) HOST COMMUNITY FUNDS

Appropriate \$683,639 to be expended under the direction of the Town Administrator for marijuana mitigation activities, and to meet the appropriation transfer \$683,639 from the HCA stabilization fund.

14.) BUDGETARY REPORTING: The Town Comptroller shall provide the Advisory Committee with a report on the budgetary condition of the Town as of September 30, December 31, March 31, and June 30, within 45 days of said dates. This financial report shall include a summary of the status of all annual and special appropriations voted in this article; a report on the status of all

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special appropriations voted in prior years which remain open at the reporting date; and a summary of the status of all revenues and inter-fund transfers which have been estimated to finance the appropriations voted under this article.

15.) SPECIAL APPROPRIATIONS: The appropriations set forth as items 36 through 70, inclusive, in Table 1 shall be specially appropriated for the following purposes. In addition, with the exception of Items #65 - 70, they shall be transferred from the General Fund to the Revenue-Financed Capital Fund.

Appropriate sums of money for the following special purposes:

- 36.) Raise and appropriate \$1,099,920, to resolve the special revenue account deficit as a result of COVID expenses that may not be eligible for reimbursement.
- 37.) Raise and appropriate \$25,000, to be expended under the direction of the Chief Procurement Officer for town furniture upgrades.
- 38.) Raise and appropriate \$375,000, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the Select Board, for the Brookline Village Library HVAC improvements.
- 39.) Raise and appropriate \$900,000, to be expended under the direction of the Police Chief, with any necessary contracts over \$100,000 to be approved by the Select Board, for upgrades/replacement of the Police and Fire Department's radio infrastructure.
- 40.) Raise and appropriate \$200,000, to be expended under the direction of the Police Chief, with any necessary contracts over \$100,000 to be approved by the Select Board, for the equipment and of the Body Worn and In-Car Camera program.
- 41.) Raise and appropriate \$500,000, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for traffic calming.
- 42.) Raise and appropriate \$700,000, with any necessary contracts over \$100,000 to be approved by the Select Board, to be expended under the direction of the Commissioner of Public Works, for bike access improvements.
- 43.) Raise and appropriate \$75,400, to be expended under the direction of the Commissioner of Public Works, for Accessible Pedestrian Signals.
- 44.) Raise and appropriate \$3,930,000 [**\$4,680,000 if override passes**], to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of streets.
- 45.) Raise and appropriate \$500,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the rehabilitation of sidewalks.
- 46.) Raise and appropriate \$800,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for design work related to the Washington Street Rehabilitation and Complete Streets Program.
- 47.) Raise and appropriate \$520,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the design of the renovation of Amory Tennis Courts, Parking and Halls Pond.
- 48.) Raise and appropriate \$350,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for improvements to Monmouth Park.
- 49.) Raise and appropriate \$2,000,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the renovation of Schick Playground.

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- 50.) Raise and appropriate \$285,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for the renovation of playground equipment, fields, and fencing.
- 51.) Raise and appropriate \$100,000, to be expended under the direction of the Commissioner of Public Works for the rehabilitation of Town and School grounds.
- 52.) Raise and appropriate \$300,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts to be approved by the Select Board and the Park and Recreation Commission, for the rehabilitation of tennis courts and basketball courts.
- 53.) Raise and appropriate \$375,000, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board and the Tree Planting Committee, for the removal and replacement of trees.
- 54.) Appropriate \$150,000, to be expended under the direction of the Recreation Director for the renovation of the Soule Courtyard, and to meet the appropriation transfer \$150,000 from the recreation revolving fund balance.
- 55.) Raise and appropriate \$300,000, to be expended under the direction of the Recreation Director, with any necessary contracts to be approved by the Select Board and the Park and Recreation Commission, for tree work at Putterham Woods.
- 56.) Raise and appropriate \$25,000, to be expended under the direction of the Chief Procurement Officer for school furniture upgrades.
- 57.) Raise and appropriate \$200,000, to be expended under the direction of the Building Commissioner for HVAC equipment.
- 58.) Raise and appropriate \$90,000, to be expended under the direction of the Building Commissioner for ADA renovations to Town and School facilities.
- 59.) Raise and appropriate \$250,000, to be expended under the direction of the Building Commissioner for elevator renovations.
- 60.) Raise and appropriate \$130,000, to be expended under the direction of the Building Commissioner for upgrades to energy management systems in Town and School facilities.
- 61.) Raise and appropriate \$125,000, to be expended under the direction of the Building Commissioner, for public building fire alarm upgrades.
- 62.) Raise and appropriate \$170,000, to be expended under the direction of the Building Commissioner, for improvements to life safety systems and building security in Town and School facilities.
- 63.) Raise and appropriate \$1,000,000, to be expended under the direction of the Building Commissioner, with any necessary contracts over \$100,000 to be approved by the School Committee, for minor renovations / upgrades to school buildings.
- 64.) Raise and appropriate \$2,026,982, to be expended under the direction of the School Superintendent, with any necessary contracts to be approved by the School Committee, for the expansion of classroom capacity in various schools.
- 65.) Raise and appropriate \$600,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for storm water improvements and to meet the appropriation, authorize the Treasurer, with the approval of the Select Board, to borrow \$600,000 under General Laws, Chapter 44, Section 8(5), as amended, or pursuant to any other enabling authority; and authorize the Select Board to apply for, accept, receive and expend grants, aid, reimbursements, loans, and all other forms of funding and financial assistance from both state and federal sources and agencies for such purpose.
- 66.) Raise and appropriate \$2,000,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for water system improvements and to meet the appropriation, authorize the Treasurer, with the approval of the Select Board, to borrow \$2,000,000 under General Laws, Chapter 44, Section 8(5), as amended, or pursuant to any other enabling authority; and authorize the Select Board to apply for, accept, receive and expend grants, aid, reimbursements, loans, and all other forms of funding and financial assistance from both state and federal sources and agencies for such purpose.

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- 67.) Raise and appropriate \$3,000,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for wastewater system improvements and to meet the appropriation, authorize the Treasurer, with the approval of the Select Board, to borrow \$3,000,000 under General Laws, Chapter 44, Section 7(1), as amended, or pursuant to any other enabling authority; and authorize the Select Board to apply for, accept, receive and expend grants, aid, reimbursements, loans, and all other forms of funding and financial assistance from both state and federal sources and agencies for such purpose.
- 68.) To raise and appropriate \$275,000 to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for improvements at Robinson Playground; and to meet the appropriation, authorize the Treasurer, with the approval of the Select Board, to borrow \$275,000 under General Laws, Chapter 44, Section 7(1), as amended, or pursuant to any other enabling authority; and authorize the Select Board to apply for, accept, receive and expend grants, aid, reimbursements, loans, and all other forms of funding and financial assistance from both state and federal sources and agencies for such purpose; and to rescind a like amount voted at the November 15, 2022 Special Town Meeting under Article 1, Item 4, which item was inadvertently omitted from the warrant for such meeting.
- 69.) To raise and appropriate \$355,000, or any other sum, to be expended under the direction of the Commissioner of Public Works, with any necessary contracts over \$100,000 to be approved by the Select Board, for improvements at Murphy Playground, and to meet the appropriation, authorize the Treasurer, with the approval of the Select Board, to borrow \$355,000 under General Laws, Chapter 44, Section 7(1), as amended, or pursuant to any other enabling authority; and authorize the Select Board to apply for, accept, receive and expend grants, aid, reimbursements, loans, and all other forms of funding and financial assistance from both state and federal sources and agencies for such purpose and to rescind a like amount voted at the November 15, 2022 Special Town Meeting under Article 1, Item 5, which item was inadvertently omitted from the warrant for such meeting
- 70.) Appropriate Two Hundred Nine Million Nine Hundred Fifteen Thousand Nine Hundred Fifty-Eight Dollars (\$209,915,958) to pay costs of constructing a new PreK-8 School which includes renovations/addition to the existing historic Pierce School and other site improvements including reconstruction and repair of the Town Hall and Pierce School garages which are beneath the new school and the Town Park across School Street, including the payment of all costs related to designing the new school project, equipping and furnishing the school, site improvements, and all other costs incidental and related thereto (the "Project"), which new school facility shall have an anticipated useful life as an educational facility for the instruction of school children of at least 50 years, and for which the Town may be eligible for a grant from the Massachusetts School Building Authority (the "MSBA"), said amount to be expended under the direction of the Town of Brookline Select Board; that to meet this appropriation the Treasurer, with the approval of the Select Board, is authorized to borrow said amount pursuant to G.L. c.44, §7(1) or G.L. c.70B, or pursuant to any other enabling authority, and to issue bonds or notes of the Town therefor; that the Town acknowledges that the MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any project costs the Town incurs in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town; that any grant that the Town may receive from the MSBA for the Project shall not exceed the lesser of (1) thirty-five and fifty-five hundredths percent (35.55%) of eligible, approved project costs, as determined by the MSBA, or (2) the total maximum grant amount determined by the MSBA; that the amount of the borrowing authorized by this vote shall be reduced by any grant amount set forth in and received pursuant to the Project Funding Agreement that may be executed between the Town and the MSBA; provided, however, that the appropriation and authorization to borrow pursuant to this vote shall be contingent upon the Town's passage of a ballot question to exempt the principal and interest payments on such borrowing from the tax limitations of G.L. c.59, §21C (Proposition 2 ½).
- 16.) **FREE CASH:** Appropriate and transfer \$20,067,869 from free cash for the following purposes:
- a.) Operating Budget Reserve Fund (MGL Chapter 40, Section 6) – \$767,368;
 - b.) Liability/Catastrophe Fund (Chapter 66 of the Acts of 1998, as amended) – \$381,006;
 - c.) Stabilization Fund (MGL Chapter 40, Section 5B) - \$4,500,000
 - d.) Reduce the tax rate (Special Appropriations) – \$14,419,495

DRAFT TIMETABLES INCLUDED IN MEETING PACKET

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Article 12 Amend Article 4.1 of the Town's General By-Laws to require the Town to change auditors at least every five years and seek competitive bids for auditor at least every 10 years. (Lebovitz, Toffel)

Petitioner Alec Lebovitz reviewed the article to implement the town's audit rotation as recommended by the Brookline Fiscal Advisory Committee. He noted three points:

- Requires lead audit partner rotation of the firm every 5 years
- Requires no contract term with an audit firm be for a period of longer than five years
- Every ten years the town seeks bids to explore other options for other audit firms. This does not require audit rotation, but requires the exploration and consideration. (this was revised from the original article)

There was also language added related for an up to two-year extension for unforeseen circumstances.

The board discussed whether these requirements should be incorporated into the Audit Committee's policy rather than a bylaw that has less flexibility. Also discussed was the availability of local audit firms for municipal practice. These firms are few and far between.

Finance Director Lincoln Heineman added that the Governors Finance Officers Association does provide some guidance on auditor rotation. *While there is some belief that auditor independence is enhanced by a policy requiring that the independent audit firm be replaced at the end of each multi-year agreement. Unfortunately, the frequent lack of competition among audit firms fully qualified to perform public sector audits could make a policy of mandatory audit firm rotation counterproductive.*

Public comment:

Paul Healy, Audit Committee member added that this proposal allows for some flexibility and to explore different firms every ten years or so.

Co-petitioner Mike Toffel added the audit committee recently passed policy that matches the article language, adding that there has been great reluctance from the audit committee to make changes, which could allow them to change policy again; that is why they are choosing the bylaw route.

On motion it was,

Voted No Action on Article 12

Aye: Bernard Greene, John VanScoyoc

Against: Miriam Aschkenasy, Michael Sandman

Voted:

2-2 Favorable Action on Article 12

Aye: Miriam Aschkenasy, Michael Sandman

Against: Bernard Greene, John VanScoyoc

Article 18 Amend Article 10.3 of the Town's General By-Laws to increase fines for refuse storage and removal. (Lebovitz, Goodwin, Ishak)

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Petitioner Alec Lebovitz presented the article. This article proposes a change in the fine schedule for violations related to trash and refuse. This only applies to food vendors and owners of single, two and three residence dwellings. This is to encourage proper waste disposal and eliminate repeat violators with stricter enforcements for rodent control. He provided a brief review of the fine increases. There is no changes to the criteria of citations.

Co-Petitioner Anthony Ishak spoke in favor of the article. This article will help target those that are repeatedly violating health codes.

Co-petitioner Carolyn Goodwin spoke in favor of the article to address rodent problems.

Public comment:

Fran Perler spoke in support of the article. Neighbors have discussed with merchants on the way they store their trash, some comply and improve, others do not.

On motion it was,

Voted 4-0 Favorable Action on Article 18

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Article 24 MBTA Communities Act Resolution (Gordon, Benka)

Chair Greene noted that the Select Board has set up a committee that basically supplants this.

Melissa Goff announced that the Advisory Committee did pass this article so there will be a motion at Town meeting.

*note the petitioners were not in attendance

Public hearing: No speakers

On motion it was,

Voted No action on Article 18

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

WARRANT ARTICLE PUBLIC HEARING - SPECIAL TOWN MEETING WITHIN THE ANNUAL TOWN MEETING

Public Hearing and possible vote on the following warrant articles for the Special Town Meeting within the 2023 Annual Town Meeting:

Article 1 Gun Control

Petitioner Anthony Ishak made a presentation.

Article goals:

1. Reduce risk of firearms, injuries to children, and the general public

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2. Prevent possible anxiety from the presence of firearms to tell them staff and to the general public
3. Prevent impact of the presence of firearms as intimidation and areas of discussion of public policy

Review of current laws and regulations

1. State law bans, firearms on elementary or secondary schools, colleges, or universities
2. State House and courts currently have policies banning them on their properties
3. Brookline currently has policies for conservation areas and public parks

The proposed article places location restrictions for gun carrying:

- Town properties owned or under the control of the town of Brookline
- Exempts town housing, streets and sidewalks due to protections under State law or questions of jurisdiction
- Schools protected under state law M.G.L. c 269 s. 10(J)

Public hearing:

Joslin Murphy, Advisory Committee member spoke on the original language and how she assisted with some language revisions.

Board member Aschkenasy added that the NRA has been successful in suppressing dollars spent on research, especially public research, as it comes to gun control. We do not have as much research as we could have, but the research we do have is very clear that reducing gun control reduces gun violence.

On motion it was,

Voted 4-0 favorable action on article 1 Special Town meeting as amended.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

WARRANT ARTICLES

Discussion and possible vote on the following warrant articles for the 2023 Annual Town Meeting:

Article 11 Amend Articles 2.5.2 and 3.22 of the Town's General By-Laws to revise the process for Select Board and Advisory recommendations and hearings on warrant articles (CTOS)

Melissa Goff noted there has been no submitted revisions, she anticipates that the Advisory Committee may have some revisions.

On motion it was,

Voted 4-0 No Action on Article 11

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Article 13 Create a new Article 3.12A of the Town's General By-Laws to establish an Office of Housing Stability (Wu, Card)

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Petitioner Chi Chi Wu urged the board not to refer this article, she feels that things do not get done when referred to a committee.

Chair Greene offered a referral to the Town Administrator:

That the subject matter of Warrant Article 13 (establishment of a housing stability office) be referred to the Office of the Town Administrator to identify the appropriate body or bodies to address the various aspects of housing instability found in Brookline, including those aspects listed in Warrant Article 13. Such bodies may include Town departments, non-governmental organizations in Brookline or in the Boston Metropolitan Region (NGOs), or federal, state, or regional governmental agencies addressing housing issues.

This referral is intended to prompt the establishment of a central point of contact within Town government to receive general inquiries, requests for assistance, or complaints relating to housing challenges of individuals and families. This referral is not intended to supplant in any way the efforts of the Department of Public Health and Human Services to identify and develop a structure for addressing human service needs, including those related to housing in Brookline. The point of contact can, where appropriate, identify outside legal or advocacy organizations to refer any matters involving landlord-tenant disputes, but cannot provide direct advocacy assistance to parties in such disputes.

Board member VanScoyoc supports the Town Administrator referral because there is no funding source, defined and this offers an opportunity to reorganize and think this through.

On motion it was,

Voted 3-1 to Refer Article 13 to the Town Administrator as outlined by Chair Greene.

Aye: Bernard Greene, John VanScoyoc, Michael Sandman

Against: Miriam Aschkenasy

Article 20 Amend the Menstrual Hygiene Product Access By-Law of the Town's General By-Laws, currently Article 8.39, to change the Article's duplicative numbering and add provisions relative to reproductive and gender health care (Stone, et. al)

On motion it was,

Voted 4-0 Favorable Action on Article 20 as amended by the Advisory Subcommittee

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Article 17 Amend Article 8.37.2 of the Town's General By-Laws to change "marijuana" to "cannabis" and to permit two additional Storefront Cannabis Retailers licenses for Equity Applicants (O'Neal)

Chair Greene asked, what happens if question 3 on the ballot passes capping cannabis retailers. Town Administrator Carey responded one way the moderator, and I don't want to speak for the moderator, but the moderator could rule harmonizing this with the voter's approval and would mean that you are amending existing language of the bylaw, as the voters approved it which would mean that cap is four. However, this article allows equity applicants to have a separate pool of two licenses so the cap would be six of which two are available only to equitable applicants and not require another community vote.

7.A.

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On motion it was,

Voted 4-0 Favorable Action on Article 17

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Article 23 Resolution requesting the Select Board, Town Administrator and Human Resources Director to work with the Police Department to adopt and implement an in-car and body worn camera policy for the Police Department (O'Neal)

Melissa Goff announced that the Advisory added language to the article related to CIP funding.

On motion it was,

Voted 4-0 Favorable Action on Article 23

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Article 21 Create a new Article 8.XX.1 of the Town's General By-Laws to establish training, notice and reporting requirements for Innholders to prevent human trafficking. (Davis, Levin, Margolis)

On motion it was,

Voted 4-0 Favorable Action on Article 21 as amended

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

MBTA-CA UPDATE

MBTA-CA monthly update from Kara Brewton, Director of Planning and Community Development.

Planning Director Kara Brewton proved a presentation.

Ms. Brewton reviewed new State law requirements to allow multifamily buildings without discretionary permits by the end of the year.

- Meeting schedule review
- Review of guideline change request – awaiting state response to Brookline's letter
- Provided support to Rep Vitolo's amendment letter to allow ground floor commercial space
- Review of community questions
- Update to change guidelines and compliance model
- Reviewed compliance options heard from the community
- Look at existing buildings in multifamily areas
- Looking at areas around the edges of the commercial districts

Property tax implications

Finance Director Lincoln Heineman reviewed a slide on property taxes examples

Chief Assessor reviewed calculations on how income-producing properties are assessed, ultimately the final value that is taxable value is based on the income generated by that property. Whether it's a coffee shop, an office, building, a retail, it is that is the final value. Also, the use is what dictates the assessments.

7.A.

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There was a discussion on various property categories and what would happen to single family zones if that zoning was changes to multifamily zoning. The line value will be affected by the sales, but you have to adjust again for the use as a single family.

There being no further business, the Chair ended the meeting at 10:57 pm.

ATTEST

P R O C L A M A T I O N

OF THE BROOKLINE, MASSACHUSETTS SELECT BOARD

RECOGNIZING JEWISH AMERICAN HERITAGE MONTH

- Whereas: The United States has many heritage months and commemorations that celebrate the various communities that form the mosaic of our country. Because of those celebrations, we learn about one another, we honor the richness of our diverse nation, and we strengthen the fabric of American society.
- Whereas: Since 2007, Presidents Bush, Obama, Trump, and Biden have all issued proclamations for Jewish American Heritage Month, which celebrate Jewish Americans and encourage all Americans to learn more about Jewish heritage and contributions to the United States.
- Whereas: Jewish American Heritage Month has its origins in 1980 when Congress passed a [resolution](#), which authorized and requested the President to issue a proclamation designating April 21-28, 1980 as Jewish Heritage Week.
- Whereas: The American Jewish community dates back to 1654, when a group of 23 Jews fleeing persecution at the hands of the Portuguese Inquisition fled Brazil and found refuge in New Amsterdam (now New York). From that tiny group, the American Jewish community has grown to over six million, representing approximately 2% of the American population today.
- Whereas: Over the past 369 years, Jewish Americans have given to their communities and been loyal and patriotic citizens, always grateful for the safe harbor that America provided for them. American Jews have always pushed America to live up to its promise as a nation that upholds freedom and justice for all.
- Whereas: Today, many American Jews are feeling increasingly vulnerable amidst a rise in antisemitism. The American Jewish Committee's [State of Antisemitism in America 2022 report](#) revealed that 89% of Jewish respondents believe antisemitism is increasing in the United States. That increase is linked to increases in racism directed toward other minorities. History has shown that most groups and individuals that express hatred of any minority group will also express hatred towards Jews. Because of that understanding, American Jews have been active participants in the fight against all forms of racial and ethnic hatred, *e.g.*, through the actions of the Anti-Defamation League and other Jewish organizations and broad support in the Jewish community for civil rights for African Americans and other groups.
- Whereas: The strength of a society can be measured, in part, by how they protect their minority populations and celebrate their contributions, and it is altogether fitting to once again mark May as Jewish American Heritage Month.

7.B.

Now, therefore, we, members of the Select Board of the Town of Brookline, do hereby proclaim May 2023 as Jewish American Heritage Month in the Town of Brookline. We call upon all residents of our Town to learn more about the heritage and contributions of Jewish Americans in conjunction with acknowledging the contributions of all minorities who contribute to American life, and to observe this month with appropriate programs, activities, and ceremonies.

BROOKLINE SELECT BOARD:

P R O C L A M A T I O N
OF THE BROOKLINE, MASSACHUSETTS SELECT BOARD RECOGNIZING
2023 NATIONAL PUBLIC SERVICE RECOGNITION WEEK

WHEREAS, the Brookline Select Board believes that residents of Brookline are served every single day by public servants at the federal, state, and local government levels. These unsung heroes do the work that keeps our nation and community working; and

WHEREAS, public employees take not only jobs, but oaths; and

WHEREAS, public servants include teachers, laborers, police officers, administrative professionals, health care professionals, computer technicians, social workers, firefighters, human resources professionals, engineers, project managers, information technology professionals, and countless other occupations, day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

WHEREAS, without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

WHEREAS, public servants make crucial contributions in every community in America. They educate our children, keep our communities safe, defend our country, deliver our mail, maintain our roads and bridges, develop cures for diseases, improve sustainability, and care for our veterans — among countless other essential services that keep our country safe and propel us forward. Public servants reflect the full diversity of this Nation, and deliver the promise of a government by and for the people.

NOW, THEREFORE, THE SELECT BOARD OF THE TOWN OF BROOKLINE MASSACHUSETTS HEREBY PROCLAIMS THAT:

National Public Service Recognition Week shall be celebrated during the week of May 7 – 13, 2023 in Brookline. The Select Board calls upon all residents of Brookline to celebrate public servants and their contributions this week and throughout the year.



T O W N o f B R O O K L I N E
Massachusetts
 Department of Public Works

Erin Chute Gallentine
 Commissioner

Memorandum

To: Select Board
 From: Erin Gallentine, Commissioner of Public Works
 Date: May 03, 2023
 Re: **Authorization to Hire**
 Cc: Chas Carey, Town Administrator
 Melissa Goff, Deputy Town Administrator
 Ann Hess Braga, Director of Human Resources
 Alexandra Vecchio, Director of Parks and Open Space
 Robert King, Director of Engineering and Transportation

For your meeting on May 9, 2023, I respectfully submit, for your review and approval, a request for authorization to hire the following positions within the Department of Public Works:

Parks and Open Space Division

Park Maintenance Craftsperson – LN-3

Engineering and Transportation Division

Administrative Assistant – C-8

Authorization to Hire

The Department of Public Works respectfully submits for your review and approval the attached Authorization to Hire Request forms and associated position descriptions for the Park Maintenance Craftsperson position within the Parks and Open Space Division and an Administrative Assistant in the Engineering and Transportation Division.

The Park Maintenance Craftsperson position is responsible for the maintenance of parks, playgrounds, fields, and other facilities and involves a range of manual work, including, but not limited to, mowing lawns and fields, rebuilding baseball diamonds, cleaning tennis courts, weeding fence lines, mulching playgrounds, emptying trash receptacles, pruning and trimming trees and shrubs, performing light masonry work, and making necessary pathway improvements and repairs. The former incumbent, Greg Bernard, recently accepted a position with the Brookline Housing Authority.

The Engineering and Transportation Division Administrative Assistant Position provides customer service for residents, visitors, and businesses relating to parking permits, rules, and regulations. The incumbent tracks and processes parking permit applications and renewals, orders supplies, processes office buildings, and supports the Transportation Board and Transportation Division staff. The former incumbent, Priscilla Ayati, is retiring.

7.D.



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

–

2. _____

–

3. _____

–

9. I have considered the following alternatives to filling this position:

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u>Erin Chute Gallentine</u>	Date:	<u>05/03/2023</u>
Human Resources Director:	_____	Date:	_____
Town Administrator:	_____	Date:	_____

14. Approvals:

Date on BOS Agenda:	_____	Date Approved:	_____
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15. Notes:

ADMINISTRATIVE ASSISTANT - ENGINEERING/TRANSPORTATION

Grade C-08

PRIMARY PURPOSE

Administrative and customer service duties assisting with the daily operations of the engineering and transportation divisions; other related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the type of work that is performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Provides assistance to the public, in person and by telephone, with issues relating to transportation.

Tracks overnight and daytime rental and parking lot billing records, waiting lists and refunds.

Prepares non-rental parking permit renewals; updates annual databases; deposits or refunds money; fills petition requests.

Provides administrative support to the Transportation Board; prepares the agenda, minutes and legal advertisements.

Maintains the transportation web site; responds to e-mail requests.

Develops the procedure manual and updates the town's traffic rules and regulations.

Provides support to the engineering staff with non-technical issues.

Processes office billing and orders supplies.

Performs similar or related work as directed, required, or as situation dictates.

SUPERVISION

Works under the general supervision of the Director of Engineering/Transportation, in accordance with established policies and procedures; works independently to complete assignments according to prescribed time schedules, work is assigned, reviewed and approved on a regular basis

WORK ENVIRONMENT

Performs work in office conditions; the nature and volume of work fluctuate according to seasonal fluctuations; attends one evening meeting per month.

*Brookline, Massachusetts
Administrative Assistant - Engineering/Transportation*

1

7.D.

The employee operates standard office equipment. The employee has ongoing contact with the public, town departments, contractors and businesses concerning the division's administrative issues. The employee is required to use discretion regarding confidential administrative records and matters.

Errors could result in delay of services, monetary loss, damage to equipment or legal repercussions.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

High school diploma; Associate's degree preferred; three years of office experience; municipal experience preferred; or an equivalent combination of education and experience.

KNOWLEDGE, ABILITY AND SKILL

Knowledge of office practices and procedures; knowledge of basic bookkeeping and/or accounting procedures; knowledge of Division's operations and services.

Ability to organize time and accomplish tasks with accuracy and attention to detail; ability to communicate with the public effectively verbally and in writing. ability to learn transportation and parking regulations.

Skills: Interpersonal skills, computer skills, including word processing, spreadsheets and graphic applications, organizational skills; mathematical skills; general office skills.

PHYSICAL REQUIREMENTS

Minimal physical effort is required to perform duties; ability to walk, stand, sit, speak and hear and operate office equipment; vision requirements include the ability to read documents and use a computer.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

Brookline, Massachusetts
Administrative Assistant - Engineering/Transportation

2



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

–

2. _____

–

3. _____

–

9. I have considered the following alternatives to filling this position:

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u>Erin Chute Gallentine</u>	Date:	<u>05/03/2023</u>
Human Resources Director:	<u></u>	Date:	<u></u>
Town Administrator:	<u></u>	Date:	<u></u>

14. Approvals:

Date on BOS Agenda:	<u></u>	Date Approved:	<u></u>
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15. Notes:



Town of Brookline

Massachusetts

Authorization To Hire Request Form

Send the completed form to Human Resources for review/approval. HR will send the approved form to the SB for placement on the agenda. This form is required for all full-time, regular and part-time regular positions. This excludes seasonal and temporary positions.

1. **Position Title:** _____ **Grade:** _____

2. **Department:** _____ **Division:** _____

3. **Position Control #:** _____ **Prior Incumbent:** _____

a. Reason for Leaving: ☐ Resignation ☐ Retirement ☐ Other: _____

4. **Budgetary Information:**

Department Code: _____ Budget Code: _____ % _____

☐ Grant Funded-Name: _____ ☐ Revolving Fund ☐ Enterprise Fund

☐ Full-Time: # of hours/week: ☐ 37 ☐ 37.5 ☐ 40 ☐ 42 or ☐ Part-Time hrs/week: _____

6. **Position Information:**

Summarize the primary function of this position.

7. I have considered the following alternatives to filling this position:

11. Suggested sources for specialized recruitment advertising:

13. **Signatures:**

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Town Administrator: _____ Date: _____

14. **Approvals:**

Date on SB Agenda: _____ Date Approved: _____



Town of Brookline

Massachusetts

Authorization To Hire Request Form

Send the completed form to Human Resources for review/approval. HR will send the approved form to the SB for placement on the agenda. This form is required for all full-time, regular and part-time regular positions. This excludes seasonal and temporary positions.

1. **Position Title:** Library Assistant III - Youth Services **Grade:** K-03
2. **Department:** Library **Division:** Youth Services
3. **Position Control #:** 610000026 **Prior Incumbent:** Joyce Shan

a. Reason for Leaving: ☒ Resignation ☐ Retirement ☐ Other: _____

4. Budgetary Information:

Department Code: 61006120 Budget Code: 510101 % _____

☐ Grant Funded-Name: _____ ☐ Revolving Fund ☐ Enterprise Fund

☒ Full-Time: # of hours/week: ☒ 37 ☐ 37.5 ☐ 40 ☐ 42 or ☐ Part-Time hrs/week: _____

6. Position Information:

Summarize the primary function of this position.

Youth Services circulation and program support

7. I have considered the following alternatives to filling this position:

There are no acceptable alternatives to filling this essential position.

11. Suggested sources for specialized recruitment advertising:

HR will work closely with the department to actively recruit a high quality diverse talent pool for this position.

13. Signatures:

Department Head: Amanda Hunt Date: 4/26/2023

Human Resources: _____ Date: _____

Town Administrator: _____ Date: _____

14. Approvals:

Date on SB Agenda: _____

Date Approved: _____



Town of Brookline

Massachusetts

Authorization To Hire Request Form

Send the completed form to Human Resources for review/approval. HR will send the approved form to the SB for placement on the agenda. This form is required for all full-time, regular and part-time regular positions. This excludes seasonal and temporary positions.

1. **Position Title:** Librarian II **Grade:** K-03
2. **Department:** Library **Division:** Coolidge Corner / Putterham
3. **Position Control #:** 610000011 **Prior Incumbent:** Christiana Urbano
 - a. Reason for Leaving: ☒ Resignation ☐ Retirement ☐ Other: _____
4. **Budgetary Information:**

Department Code: 61006115 Budget Code: 510101 % _____

☐ Grant Funded-Name: _____ ☐ Revolving Fund ☐ Enterprise Fund

☒ Full-Time: # of hours/week: ☒ 37 ☐ 37.5 ☐ 40 ☐ 42 or ☐ Part-Time hrs/week: _____

6. Position Information:

Summarize the primary function of this position.

Branch Librarian focusing on Tween & Teen Services at our Coolidge Corner & Putterham locations

7. I have considered the following alternatives to filling this position:

There are no acceptable alternatives to filling this essential position.

11. Suggested sources for specialized recruitment advertising:

HR will work closely with the department to actively recruit a high quality diverse talent pool for this position.

13. Signatures:

Department Head: <u><i>Amanda Züst</i></u>	Date: <u>4/26/2023</u>
Human Resources: _____	Date: _____
Town Administrator: _____	Date: _____

14. Approvals:

Date on SB Agenda: _____

Date Approved: _____

TOWN OF BROOKLINE

=====

Request for Appropriation
Transfer

To the Select Board:

Date: May 3, 2023

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the Department of Public Works.

Total Transfer Requested: \$39,000

FROM:	Org #40004010	Object #525030	AMOUNT	\$8,000
TO:	Org #40004010	Object #551099	AMOUNT	\$8,000
FROM:	Org #40004010	Object #522016	AMOUNT	\$10,000
TO:	Org #40004010	Object #531012	AMOUNT	\$10,000
FROM:	Org #40004010	Object #525022	AMOUNT	\$6,000
TO:	Org #40004010	Object #533210	AMOUNT	\$6,000
FROM:	Org #40004102	Object #523080	AMOUNT	\$3,000
TO:	Org #40004010	Object #551099	AMOUNT	\$3,000
FROM:	Org #40004300	Object #523598	AMOUNT	\$12,000
TO:	Org #40004300	Object #539035	AMOUNT	\$8,000
	Org #40004300	Object #531012	AMOUNT	\$2,000
	Org #40004300	Object #532025	AMOUNT	\$2,000

Description (or attach memorandum):

The Department of Public Works respectfully requests Select Board approval of an internal transfer of \$39,000 between codes from the Department of Public Works Administrative, Engineering & Transportation and Sanitation Division Accounts to balance services, supplies and training line items within those same Divisions.

 Department Head

NOTE: IN ADDITION TO SELECT BOARD APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:

(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other Division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

Approved:

7.G.
Select Board



BROOKLINE FIRE DEPARTMENT
town of Brookline Massachusetts

**FIRE DEPARTMENT
HEADQUARTERS**

John F. Sullivan
Chief of Department
Emergency Management Director

350 Washington Street
PO Box 470557
Brookline MA 02447-0557
Tel: 617-730-2272
Fax: 617-730-2391
www.brooklinema.gov

May 9, 2023

To: Brookline Select Board
From: John F. Sullivan, Fire Chief
Re: Appropriations transfer request

Dear Board Members,

Please see that attached request(s) for appropriations transfers from several "53 - Supply" accounts to several "52 – Services" accounts. These transfers are intended to bridge the anticipated budget shortfalls in the services area for the remainder the FY 23 Fire Department budget.

Thank you for your consideration and anticipated support.

John F. Sullivan, Fire Chief / EMD

TOWN OF BROOKLINE

REQUEST FOR APPROPRIATION TRANSFER

DATE: 5/9/23

To the Board of Selectmen:

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the FIRE

Department Name

	ORG #	ORG NAME	OBJECT #	OBJ NAME	AMOUNT
FROM:	<u>22002010</u>	<u>FIRE Admin</u>	<u>531012</u>	<u>Office Supplies</u>	<u>\$1,500</u>
TO:	<u>22002010</u>	<u>FIRE Admin</u>	<u>522070</u>	<u>Motor Veh. R&M</u>	<u>\$1,500 -</u>
FROM:	<u>22002010</u>	<u>FIRE Admin.</u>	<u>531050</u>	<u>Gen. Supplies</u>	<u>\$1,000 -</u>
TO:	<u>22002010</u>	<u>FIRE Admin.</u>	<u>524010</u>	<u>Prof/Tech Serv.</u>	<u>\$1,000 -</u>
FROM:	<u>22002010</u>	<u>FIRE Admin.</u>	<u>532030</u>	<u>Maint. Supplies</u>	<u>\$1,500 -</u>
TO:	<u>22002010</u>	<u>FIRE Admin.</u>	<u>524010</u>	<u>Prof/Tech Serv.</u>	<u>\$1,500 -</u>
FROM:	<u>22002010</u>	<u>FIRE Admin.</u>	<u>534230</u>	<u>Mat. Veh. Supplies</u>	<u>\$3000 -</u>
TO:	<u>22002010</u>	<u>FIRE Admin.</u>	<u>523020</u>	<u>Office Rentals/ LEASES</u>	<u>\$3000 -</u>
FROM:					
TO:					

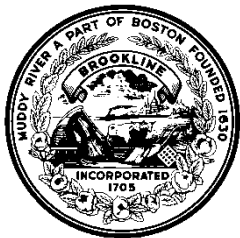


DEPARTMENT HEAD

NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:

(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

 BOARD OF SELECTMEN



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

Interoffice Memorandum

To: Select Board
 From: Erin Chute Gallentine, Commissioner of Public Works
 Robert King, PE Director of Engineering
 Date: May 3, 2023
 Re: Award of Contract No.PW/23-06
 Larz Anderson Roadway Improvements
 Cc: Chas Carey, Town Administrator

Recommended for award and execution, and prepared for your signatures, please find attached **Contract No. PW/23-06 "Larz Anderson Roadway Improvements" with Mass Pavement Reclamation, Inc., 1356 Hanover Street, Hanover, MA 02339 in the amount of \$1,599,741.40.**

The work specified in this contract involves the reconstruction of the Larz Anderson Roadway through the park including full-depth base and pavement reconstruction with fine grading, various drainage improvements to capture roadway runoff and help prevent erosion, installation of vertical and sloped granite curb in various locations, resurfacing (mill & overlay) of the driveway behind the auto museum, and a stabilized lawn entrance for lawn access in front of the auto museum.

The Park and Recreation Commission held several public meetings to discuss the condition of the Larz Anderson Park access road, erosion and parking areas. Capital project funding was approved by Town Meeting and is specific to improvements at Larz Anderson Park.

On Thursday, March 23rd, 2023 proposals for "Larz Anderson Roadway Improvements" – Contract # PW/23-06, were publicly opened and read aloud. Four (4) bids were received, the three lowest are summarized below in ascending order of the estimated total contract price bid:

- | | |
|------------------------------------|----------------|
| 1. Mass Pavement Reclamation, Inc. | \$1,599,741.40 |
| 2. Mario Susi & Sons, Inc. | \$1,668,683.15 |
| 3. Richard D'Ambrosia, Inc. | \$1,711,081.00 |

Mass Pavement Reclamation, Inc. has worked in the Town as a subcontractor on multiple paving contracts in Town. The references received from various towns were positive and the Town has had a good experience working with them in the past.

7.J.

The Department of Public Works respectfully recommends that this contract be awarded to and executed with Mass Pavement Reclamation, Inc. of Hanover, MA, in the amount of \$1,599,741.40 for the Larz Anderson Roadway Improvements project.

Thank you for your time and consideration in regard to this project.

TOWN OF BROOKLINE

CONTRACT CODING APPROVAL FORM

DEPARTMENT: DPW/Engineering Division

Prepared by: BDG

Vendor Name: Mass Pavement Reclamation, Inc.

Vendor # 62911

Contract Name: Larz Anderson Roadway Improvements

Contract # PW/23-06

Purpose of Contract/Description*

Amount of Contract \$ 1,559,741.40

The work specified in this contract involves the full-depth reconstruction and regradation of the Larz Anderson Roadway, drainage improvements, installation of curb in various spots, mill & overlay behind the auto museum, and a stabilized lawn entrance to the field in front of the auto museum.

CODING

Org #	Org Name	Acct #	Acct Name	Amount
4997C213		6C0007	Pedestrian Access Improvements	\$ 1,599,741.40
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

*For "K" or "C" accounts, please call it "CIP", precede by your Dept (e.g., 4909K001 would be "DPW CIP")

Department Head

Date 5-3-23

Comptroller and Purchasing Approvals

Funds Available/Codes Correct

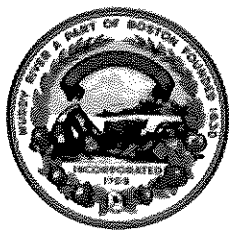
Comptroller

Date Approved by Comptroller

Complies with Appropriate Procurement Law
MGL ch 149, ch 30 30M, or ch 30B

Purchasing

Date Approved by Purchasing



OFFICE of EMERGENCY MANAGEMENT
Brookline, Massachusetts

FIRE CHIEF JOHN F. SULLIVAN
DIRECTOR OF
EMERGENCY MANAGEMENT

April 28, 2023

Memo - Grant Award Acceptance

To: Brookline Select Board
Attn: Bernard Greene – Brookline Select Board Chair

Re: Five UASI FFY22 Awards

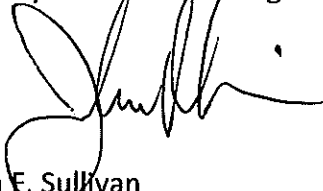
Chair Greene,

The Office of Emergency Management asks that the Brookline Select Board accept the following five awards granted by the US Department of Homeland Security's Urban Area Security Initiative (UASI) grant program, via the Metro Boston Homeland Security Region (MBHSR) and the City of Boston Mayor's Office of Emergency Management:

- **CERT Development Award - \$10,666.00:** to enable the Town of Brookline's Office of Emergency Management to train and equip Brookline's volunteer Community Emergency Response Teams (CERT and Jr. CERT). Brookline CERT volunteers have supported the Town's emergency preparedness and response efforts for nearly 20 years.
- **Community Preparedness Strategy Award - \$10,000.00:** to enable the Town of Brookline's Office of Emergency Management to continue implementation of our Community Preparedness Strategy, which supports community engagement efforts encouraging preparedness and resiliency in the event of emergencies large and small.
- **Emergency Preparedness Buddies Award - \$60,000.00:** to enable the Town of Brookline's Office of Emergency Management to continue our successful Emergency Preparedness Buddies Program, which provides training and emergency supplies to Brookline's elder residents to encourage resiliency in the event of emergencies large and small.
- **Mass Notification System Award - \$13,500.00:** to enable the Town of Brookline's Office of Emergency Management to maintain emergency communications with the residents of Brookline via the Alert Brookline system through our vendor CodeRED.

- **Until Help Arrives Award - \$11,362.55:** to enable the Town of Brookline's Office of Emergency Management, in partnership with the Brookline Department of Public Health, to provide Until the Help Arrives training to the Brookline community.

Thank you for considering this request.

A handwritten signature in black ink, appearing to read 'John F. Sullivan', with a large, stylized initial 'J'.

John F. Sullivan
Fire Chief / Emergency Management Director



**MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT**
MICHELLE WU
Mayor



April 19, 2023

Cheryl Snyder
Emergency Preparedness Coordinator
Office of Emergency Management
350 Washington Street
Brookline, MA 02445

Dear Ms. Snyder,

Pursuant to MOA 53177 between the City of Boston and the Town of Brookline, the Mayor's Office of Emergency Management (OEM) is pleased to notify you that the Urban Areas Security Initiative (UASI) FFY22 funding (CFDA#97.067) under the Planning and Community Preparedness Goal Area supports the Town of Brookline Emergency Management's sustainment of CERT Development for the CERT programs in the Town of Brookline.

OEM is able to support the cost of this initiative, not to exceed Ten Thousand Six Hundred and Sixty-Six Dollars (\$10,666.00). The project must be in compliance with all local, state and federal requirements and must conform to the specifications laid out in the FFY22 UASI Plan Project Justification U22 - 7.2 Community Emergency Response. Upon receipt of this award letter, you will be free to enter into contract to receive the desired services. Said contract must comply with Chapter 30B of the Massachusetts General Laws.

Once procurement is completed and invoices have been paid, please submit a signed letter to OEM indicating the amount requested for reimbursement and referencing this award letter and the corresponding UASI grant year. Included with the letter, please submit proof of 30B compliance: copies of agency purchase orders, vendor invoices, and proof of payment to OEM for reimbursement. Final reimbursement request must be submitted to OEM by May 31, 2025. Failure to provide accurate documentation in a timely matter could result in refusal to reimburse your agency for incurred costs.

If you have any questions please feel free to contact Stephen Maguire at (617) 635-1400 or Stephen.m.maguire@boston.gov.

Sincerely,

Andrew Bloniarz
Assistant Deputy Chief of Administration



**MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT**
MICHELLE WU
Mayor



April 24, 2023

Cheryl Snyder
Emergency Preparedness Coordinator
Office of Emergency Management
350 Washington Street
Brookline, MA 02445

Dear Ms. Snyder,

Pursuant to MOA 53177 between the City of Boston and the Town of Brookline, the Mayor's Office of Emergency Management (OEM) is pleased to notify you that the Urban Areas Security Initiative (UASI) FFY22 funding (CFDA#97.067) under the Planning and Community Preparedness Goal Area supports the Town of Brookline Emergency Management to implement a comprehensive Community Preparedness Strategy within the Town of Brookline.

OEM is able to support the cost of this initiative, not to exceed Ten Thousand Dollars (\$10,000.00). The project must be in compliance with all local, state and federal requirements and must conform to the specifications laid out in the FFY22 UASI Plan Project Justification U22 - 7.2 Community Emergency Response. Upon receipt of this award letter, you will be free to enter into contract to receive the desired services. Said contract must comply with Chapter 30B of the Massachusetts General Laws.

Once procurement is completed and invoices have been paid, please submit a signed letter to OEM indicating the amount requested for reimbursement and referencing this award letter and the corresponding UASI grant year. Included with the letter, please submit proof of 30B compliance: copies of agency purchase orders, vendor invoices, and proof of payment to OEM for reimbursement. Final reimbursement request must be submitted to OEM by May 31, 2025. Failure to provide accurate documentation in a timely matter could result in refusal to reimburse your agency for incurred costs.

If you have any questions please feel free to contact Stephen Maguire at (617) 635-1400 or Stephen.m.maguire@boston.gov.

Sincerely,

Andrew Bloniarz
Assistant Deputy Chief of Administration



**MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT**
MICHELLE WU
Mayor



April 21, 2023

Cheryl Snyder
Emergency Preparedness Coordinator
Office of Emergency Management
350 Washington Street
Brookline, MA 02445

Dear Ms. Snyder,

Pursuant to MOA 53177 between the City of Boston and the Town of Brookline, the Mayor's Office of Emergency Management (OEM) is pleased to notify you that the Urban Areas Security Initiative (UASI) FFY22 funding (CFDA#97.067) under the Planning and Community Preparedness Goal Area supports the Town of Brookline Office of Emergency Management's continuation of the Emergency Preparedness Buddies program in order to assist the elderly and adults with access and functional needs to prepare for and respond to emergency situations.

OEM is able to support the cost of this initiative, not to exceed Sixty Thousand Dollars (\$60,000). The project must be in compliance with all local, state and federal requirements and must conform to the specifications laid out in the FFY22 UASI Plan Project Justification U22 - 7.2 Emergency Management Planning. Upon receipt of this award letter, you will be free to enter into contract to receive the desired services. Said contract must comply with Chapter 30B of the Massachusetts General Laws.

Once procurement is completed and invoices have been paid, please submit a signed letter to OEM indicating the amount requested for reimbursement and referencing this award letter and the corresponding UASI grant year. Included with the letter, please submit proof of 30B compliance: copies of agency purchase orders, vendor invoices, and proof of payment to OEM for reimbursement. Final reimbursement request must be submitted to OEM by May 31, 2025. Failure to provide accurate documentation in a timely matter could result in refusal to reimburse your agency for incurred costs.

If you have any questions please feel free to contact Stephen Maguire at (617) 635-1400 or Stephen.m.maguire@boston.gov.

Sincerely,

Andrew Bloniarz
Assistant Deputy Chief of Administration



**MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT**
MICHELLE WU
Mayor



April 21, 2023

Cheryl Snyder
Emergency Preparedness Coordinator
Office of Emergency Management
350 Washington Street
Brookline, MA 02445

Dear Ms. Snyder,

Pursuant to MOA 53177 between the City of Boston and the Town of Brookline, the Mayor's Office of Emergency Management (OEM) is pleased to notify you that the Urban Areas Security Initiative (UASI) FFY22 funding (CFDA#97.067) under the Planning and Community Preparedness Goal Area supports the Town of Brookline Office of Emergency Management's continuation of a Mass Notification System in order to maintain emergency communications with the residents of Brookline.

OEM is able to support the cost of this initiative, not to exceed Thirteen Thousand Five Hundred Dollars (\$13,500). The project must be in compliance with all local, state and federal requirements and must conform to the specifications laid out in the FFY22 UASI Plan Project Justification U22 - 7.2 Emergency Management Planning. Upon receipt of this award letter, you will be free to enter into contract to receive the desired services. Said contract must comply with Chapter 30B of the Massachusetts General Laws.

Once procurement is completed and invoices have been paid, please submit a signed letter to OEM indicating the amount requested for reimbursement and referencing this award letter and the corresponding UASI grant year. Included with the letter, please submit proof of 30B compliance: copies of agency purchase orders, vendor invoices, and proof of payment to OEM for reimbursement. Final reimbursement request must be submitted to OEM by May 31, 2025. Failure to provide accurate documentation in a timely matter could result in refusal to reimburse your agency for incurred costs.

If you have any questions please feel free to contact Stephen Maguire at (617) 635-1400 or Stephen.m.maguire@boston.gov.

Sincerely,

Andrew Bloniarz
Assistant Deputy Chief of Administration



**MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT**
MICHELLE WU
Mayor



April 19, 2023

Cheryl Snyder
Emergency Preparedness Coordinator
Office of Emergency Management
350 Washington Street
Brookline, MA 02445

Dear Ms. Snyder,

Pursuant to MOA 53177 between the City of Boston and the Town of Brookline, the Mayor's Office of Emergency Management (OEM) is pleased to notify you that the Urban Areas Security Initiative (UASI) FFY22 funding (CFDA#97.067) under the Planning and Community Preparedness Goal Area supports the Town of Brookline Emergency Management's sustainment of the Until HELP Arrives program in the Town of Brookline.

OEM is able to support the cost of this initiative, not to exceed Eleven Thousand Three Hundred and Sixty-Two Dollars and Fifty-Five Cents (11,362.55). The project must be in compliance with all local, state and federal requirements and must conform to the specifications laid out in the FFY22 UASI Plan Project Justification U22 - 7.2 Community Emergency Response. Upon receipt of this award letter, you will be free to enter into contract to receive the desired services. Said contract must comply with Chapter 30B of the Massachusetts General Laws.

Once procurement is completed and invoices have been paid, please submit a signed letter to OEM indicating the amount requested for reimbursement and referencing this award letter and the corresponding UASI grant year. Included with the letter, please submit proof of 30B compliance: copies of agency purchase orders, vendor invoices, and proof of payment to OEM for reimbursement. Final reimbursement request must be submitted to OEM by May 31, 2025. Failure to provide accurate documentation in a timely matter could result in refusal to reimburse your agency for incurred costs.

If you have any questions please feel free to contact Stephen Maguire at (617) 635-1400 or Stephen.m.maguire@boston.gov.

Sincerely,

Andrew Bloniarz
Assistant Deputy Chief of Administration

4/3/23

Driscoll School Project

Change Order #25 Summary

<u>Change Proposal Number</u>	<u>Change Value</u>
ATP 120 R1, ASI 32, 4th Floor RCP Ceiling Clarifications	\$30,855.00
ATP 128R2, ASI 13R3, RCP Revisions - Floor 1	\$49,696.00
ATP 130, ASI 38, Central Stair	\$83,971.00
ATP 138 R2, ASI 24R3, RCP Coordination - Floor 3	\$32,815.00
ATP 146 R1, ASI 16R3, RCP Floor 2 Clarifications	\$40,963.00
ATP 149, Gridlines C2 to C4 Not Ready for Steel	\$0.00
ATP 151, ASI 45, Edge of Slab Clarifications	\$18,534.00
ATP 167 R1, PR 30, Toilet Room Modifications	(-\$910.00)
ATP 169 R1, RFI 458,, Stair #1 - New 5th Floor Header Beam	\$3,196.00
ATP 184R1, RFI 556, Addition of Siamese Connection	\$9,896.00
ATP 187 R1, RFI 399, Volleyball Sleeve Locations	\$1,717.00
ATP 191R2, ASI 72R, RFI 415.1, Teacher Planning Glazing	\$24,477.00
ATP 194, ASI 62, Flagpole Lighting	\$5,759.00
ATP 196, RFI474.1, Mechanical Screen Wall Additional Framing	\$12,878.00
ATP 200, PR 31, Toilet Accessory Modifications	\$21,690.00
ATP 210, RFI 542, Walk-In Cooler Condenser Location	\$9,379.00
ATP 212, ASI 66, Area C Unfolded Elevations and Plans	\$8,735.00
ATP 215, ASI 67, Power Modifications	\$0.00
ATP 218, RFI 586, Add Kitchen Floor Drain Type D	\$7,393.00
ATP 219, RFI 513, Added Fuel Oil Tank Equipment Pad	\$6,752.00
ATP 220, RFI 594, Area B Low Roof Drainage Backwater Valves	\$3,123.00
ATP 224, Monumental Stair Components	\$0.00
ATP 225, Supermetal Firewatch Costs from Fire Watch Allowance	\$0.00
ATP 226, Premium Time Costs for Jan and Feb 2023	\$0.00
ATP 227R1, RFI 627, Sloped ACT at Window	\$3,567.00
ATP 235, Miscellaneous Supports for Elevator	\$0.00
Total Change Order Value	\$374,486.00

ATP 120 R1, ASI 32, 4th Floor RCP Ceiling Clarifications \$30,855.00

As part Gilbane's coordination with the trades (VDC coordination), RCPs were modified by floor. Changes to ACT ceiling and GWB soffit layouts and heights, HVAC, fire protection, electrical and lighting systems. Additional credits regarding corridor lighting are to be realized in the forthcoming revised ATP-202.



4/3/23

ATP 128R2, ASI 13R3, RCP Revisions - Floor 1

\$49,696.00

As part Gilbane's coordination with the trades (VDC coordination), RCPs were modified by floor. Changes to ACT ceiling and GWB soffit layouts and heights, HVAC, fire protection, electrical and lighting systems.

ATP 130, ASI 38, Central Stair

\$83,971.00

Costs for changes to the central monumental stair framing geometry and edge of slab. Due to coordination issues between the architectural and structural models at the monumental stairs, modifications were required to be made to the shop drawings to bring the models into alignment. The stair detailing was modified in shop drawings and adjustments were made at the perimeter opening at levels 3 and 4. A delay in the issuance of steel shop drawings at the beginning of the project compounded the issue. The overall process delayed fabrication and affected the sequential installation of the stairs resulting in the costs enumerated.

ATP 138 R2, ASI 24R3, RCP Coordination - Floor 3

\$32,815.00

As part Gilbane's coordination with the trades (VDC coordination), RCPs were modified by floor. Changes to ACT ceiling and GWB soffit layouts and heights, HVAC, fire protection, electrical and lighting systems. Additional credits regarding corridor lighting are to be realized in the forthcoming revised ATP-202.

ATP 146 R1, ASI 16R3, RCP Floor 2 Clarifications

\$40,963.00

As part Gilbane's coordination with the trades (VDC coordination), RCPs were modified by floor. Changes to ACT ceiling and GWB soffit layouts and heights, HVAC, fire protection, electrical and lighting systems. Additional credits regarding corridor lighting are to be realized in the forthcoming revised ATP-202.

ATP 149, Gridlines C2 to C4 Not Ready for Steel

\$0.00

GMP contingency for Supermetal to unload, store and reload the steel for area between Gridlines C2 to C4 due to the area not being ready to install steel.

ATP 151, ASI 45, Edge of Slab Clarifications

\$18,534.00

Changes are a combination of MEP coordination for shaft openings and architectural modifications to the roof slab edge stops.

ATP 167 R1, PR 30, Toilet Room Modifications

(-\$910.00)

Owner requested modifications to Toilet Accessory types resulting in a net credit to the project.

ATP 169 R1, RFI 458, Stair #1 - New 5th Floor Header Beam

\$3,196.00

There was a discrepancy between the shop drawings and the contract documents for the roof-level supporting beam for egress Stair No. 1. A new header beam was required to be installed and attached to the concrete wall with clip angles and



4/3/23

epoxied anchors. The assignment of the cost of the work has been divided between the GMP and Coordination.

ATP 184R1, RFI 556, Addition of Siamese Connection \$9,896.00

At BFD's request, a 2-way fire department connection was changed to a 4-way fire department connection.

ATP 187 R1, RFI 399, Volleyball Sleeve Locations \$1,717.00

Specification 11 66 23-2.5 includes the Volleyball Equipment and installation requirements, however a graphic representation was not included in the drawing set. It was agreed to split the costs between the GMP Contingency and E/O.

ATP 191R2, ASI 72R, RFI 415.1, Teacher Planning Glazing \$24,477.00

Modifications to the interior glazing details at 15 teacher planning areas for coordination with millwork and drywall.

ATP 194, ASI 62, Flagpole Lighting \$5,759.00

Modifying the flagpole to add a top-of-pole light. The flagpole lighting was modified from in-ground uplighting to work with coordination requirements with concrete sidewalk and flagpole foundation. The credit for the in-ground lighting was carried in ATP-171.

ATP 196, RFI474.1, Mechanical Screen Wall Additional Framing \$12,878.00

The metal panel screen walls at the roof and dumpster pad required additional support for wind loads per calculations submitted for review during the submittal process.

ATP 200, PR 31, Toilet Accessory Modifications \$21,690.00

Owner request to install (21) sanitary product dispensers in the toilet rooms.

ATP 210, RFI 542, Walk-In Cooler Condenser Location \$9,379.00

The condensers for the walk-in cooler were moved from the roof to the side wall over the areaway on the first floor due to pump limitations for vertical runs of piping. Additional piping and mounting supports were required for this reconfiguration.

ATP 212, ASI 66, Area C Unfolded Elevations and Plans \$8,735.00

Change at Pre-K Room 2710 bay window from brick to phenolic panel for consistency with the other bay windows.

ATP 215, ASI 67, Power Modifications \$0.00

Modifications to power requirements in the Gymnasium and Makerspace as a result of Coordination review. No cost change.



4/3/23

ATP 218, RFI 586, Add Kitchen Floor Drain Type D \$7,393.00

Per Plumbing Inspector's request, an additional floor drain was required adjacent to the serving line to facilitate floor cleanup.

ATP 219, RFI 513, Added Fuel Oil Tank Equipment Pad \$6,752.00

A pad for the fuel tank was required to be added to raise the tank off of the floor. The additional cost for this work has been released as per direction of the OPM.

ATP 220, RFI 594, Area B Low Roof Drainage Backwater Valves \$3,123.00

Per request of the Plumbing Inspector, (2) 5 inch Backwater Valves and access panels are required to be installed.

ATP 224, Monumental Stair Components \$0.00

GMP contingency to cover components of the Monumental Stairs which were to be included in Supermetal's Contract vs. Miscellaneous Metals Contract.

ATP 225, Supermetal Firewatch Costs from Fire Watch Allowance \$0.00

GMP contingency for firewatch details after erection. The costs were negotiated to be \$45,000 and was to be taken from the Firewatch Owner Allowance. The Firewatch Allowance was previously transferred to Temp Heat and Police Detail Allowances to cover costs. Therefore, it was necessary to refund the Firewatch Allowance by transferring costs from the COVID Cleaning Owner's Allowance.

ATP 226, Premium Time Costs for Jan and Feb 2023 \$0.00

GMP contingency for premium time only costs for work performed on Saturdays 1/21/23, 1/28/23, 2/4/23, 2/11/23 and 2/18/23.

ATP 227R1, RFI 627, Sloped ACT at Window \$3,567.00

Cost associated with providing a backpan at the storefront and enclosing the upper lite due to coordinate with the sloped ceiling.

ATP 235, Miscellaneous Supports for Elevator \$0.00

GMP contingency for cost associated with installing missing brackets on the tube steel side of the hoistway.



ATTACHMENT F

CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 31_____

WHEREAS, the Town of Brookline _____ (“Owner”) and William Rawn Associates, Architects Inc. _____, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the Brookline High School Expansion _____ Project (Purchase Order # 21803108) at the Brookline High _____ School on July 6, 2018 _____.
“Contract”; and

WHEREAS, effective as of April 5, 2023 the Parties wish to amend the Contract:

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract*	After this Amendment:
		Amendment fee: \$8,885.00
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
Total Fee	<u>\$15,800,448.00</u>	<u>\$15,809,333.00</u>

This Amendment is a result of:

1. Tappan Streetscape construction change from Summer 2022 to Summer 2023

3. The Construction Budget shall be as follows:

Original Budget: \$/a _____

Amended Budget \$/a _____

4. The Project Schedule shall be as follows:

Original Schedule: \$/a _____

Amended Schedule \$/a _____

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

(print name)_____
(print title)By _____
(signature)

Date _____

DESIGNER

Andrew Jonic
(print name)Associate Principal
(print title)

By



(signature) _____

Date 4/5/23 _____

Tony Guigli
Project Administrator
Town of Brookline Building Department
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

April 4, 2023

Project Name: Brookline High School Expansion Project

Re: Contract Amendment #31 – Tappan Streetscape Reimbursement for Town Prints & Construction Phasing Drawings

Dear Tony,

Prior to issuance of the Tappan Streetscape Bid Documents, the Town of Brookline requested a change to the construction schedule to increase the likelihood bids for the project would be submitted. The construction schedule duration has changed from 3 months (June, July, August) to 4.5 months (Mid-April, May, June, July, and August). Our team's Construction Administration fee, approved by the Commission in Contract Amendment #30 is a Not to Exceed fee (NTE) based on a 3-month schedule. Invoices associated with CA #30 will be billed on an hourly basis. Per our agreement with the Commission, we will assess our remaining fees prior to the June Building Commission meeting. It is not clear at this time if we will submit a request for additional services due to the additional 1.5 months of construction.

Our traffic engineer, HSH, is responsible for the construction phasing drawings included in the bid documents. The Phasing drawings were revised based on the new 4.5 month construction schedule timeline. This Contract Amendment proposal is for HSH's additional effort to meet with DPW and the High School on two occasions and to update the phasing plans.

Scope #1: Work performed by HSH to revise the Construction Phasing Drawings

The phasing drawings were modified to start construction in April, rather than after the school year ends in June. HSH's proposal includes drafting and meeting time required to update the bid documents. Please see HSH's attached proposal for more information.

HSH Traffic Engineer: \$6,344

WRA 10% Admin.: \$634

Subtotal: \$6,978

Reimbursable Expenses per Article 9.1.2:

The Department of Public Works requested multiple pre-bid photocopies of draft documents for review and comment. Per Article 9.1.2 we have included the printing and delivery costs for prints above and beyond the (2 sets) noted in the contract.

• December 8, 2022: (3) Drawing sets & (3) Spec Manuals for the Town	\$112.04
• December 23, 2022: (2) Drawing sets for Tony Guigli & Rob King	\$259.08 (in contract)
• January 14, 2023: (2) Drawing sets for Rob King	\$182.41
• January 20, 2023 (8) Drawing sets for Rob Kefalas:	\$738.01
• March 18, 2023 (10) Drawing sets for Rob Kefalas:	\$701.12
Subtotal:	\$1,733.58
10%:	\$ 173.00
Total:	\$1,907.00

ARTICLE 9: REIMBURSABLE EXPENSES

9.1 For coordination and responsibility for the services, materials and costs described in 9.1.1 through 9.1.6, the Designer shall be reimbursed its actual costs and those of its Subconsultants, supported by invoices or receipts, plus 10%. Exhibit A identifies a Reimbursables amount as part of the Total Fee. The following are reimbursable expenses, when authorized by the Owner:

- 9.1.1 The actual cost to the Designer for Subconsultants and for additional tests under 4.11 provided, however, that reimbursement for such costs shall not be made unless the rates of compensation, the total estimated cost of the services and the scope of work for said services shall have been previously approved in writing by the Owner. See Exhibit A for assumed testing scope included in the Reimbursable Amount. Scope beyond those amounts would be treated as an additional service fee.
- 9.1.2 The cost of printing more than nine (9) sets of design submittals for a CM at Risk project, or more than eight (8) sets of design submittals for a project pursuant to G.L.c. 149, or more than two electronic versions thereof per design submission deliverable phase or sub-phase.

CA #31 Fee Summary

1. Scope 1 HSH Phasing Drawings:	\$6,978.00
2. Reimbursable Expenses: Streetscape Prints	\$1,907.00
3. CA #31 Total:	\$8,885.00

Regards,



Andy Jonic, AIA
Associate Principal
William Rawn Associates, Architects Inc.
Attachments: Proposals



March 9, 2023

Mr. Andrew Jonic
Senior Associate
William Rawn Associates, Architects Inc.
10 Post Office Square, Suite 1010
Boston, MA 02109

**Re: Brookline High School Expansion, Brookline, Massachusetts
Traffic Engineering and Design Consulting Services – Change Order**

Dear Andrew:

Howard Stein Hudson (HSH) is pleased to continue supporting William Rawn Associates (WRA) with traffic engineering services related to the Brookline High School (BHS) expansion (the “Project”). As we understand it, the Project’s offsite construction remains ongoing through the summer of 2023. As discussed, HSH has prepared a request for additional fees to address the Town of Brookline construction schedule timeline and to update construction phasing drawings. This letter proposal outlines both the additional traffic engineering consulting services provided for the Project by HSH to date and the anticipated levels of effort for the following ongoing and new tasks.

- Task 1 – Tappan Street Bike Lane (complete)
- Task 2 – Tappan Street Parking Stripping (complete)
- Task 3 – Traffic Signal Design (complete)
- Task 4 – Construction Phase Services (ongoing)
- Task 5 – Meeting and Agency Coordination (ongoing)
- Task 6 – Construction Staging Updates (new task)

The section that follows presents a status of work completed to date for the tasks within each of the above Phases, along with additional efforts and fees requested as appropriate by task.

Scope and Status of Existing Services

Task 1. Tappan Street Bike Lane

This task is complete. No additional fee requested.



Task 2. Tappan Street Parking Stripping

This task is complete. No additional fee requested.

Task 3. Traffic Signal Design

This task is complete. No additional fee requested.

Task 4. Construction Phase Services

As requested, HSH has modified the expected construction phase services to cover an extended construction period. Per the Town of Brookline direction, construction will begin in April and extend through the end of August 2023, an addition of two months to the original three-month construction schedule.

HSH has been requested to identify construction phase services previously rendered for the traffic signal scope of work that had previously been segmented into a separate construction bid document package and completed during Summer 2022. HSH completed \$500 in labor during this period.

HSH proposes a total Not To Exceed allowance of \$10,000 for the remainder of this Task; this includes an additional allowance of \$1,300 in addition to the \$8,700 of fees previously approved.

Task 5. Meeting and Agency Coordination

No additional fee requested

Task 6. Construction Staging Updates

Based on a request from the Town of Brookline, HSH has prepared updates to construction phasing and temporary traffic control drawings. Through coordination with the Town of Brookline Department of Public Works, Transportation Department, and Brookline High School, HSH updated a series of two sets of traffic control drawings in preparation for the City's January 6 bid documents.

HSH has revised staging to combine phases; updated backgrounds to reflect other disciplines; and coordinated work zone areas, access to buildings, pedestrian detours, and laydown and parking areas for the construction contract. Coordination occurred during two meetings (December 14, 2022, and January 11, 2023).

HSH requests an amount of \$6,344 in the form of a lump sum as additional fee for this task.

CA #31 Proposed Additional
Service



Fee for Services

As noted by task in the following table, in support of past and prior work under, we are requesting an additional lump sum of \$6,344 and an additional allowance of \$1,300, totaling \$7,644, bringing the total contract fee to \$72,144. Fees will be billed on a **Time and Materials** basis and in accordance with the attached fee schedule. Materials or reimbursable (direct) expenses will be billed at cost. Reimbursable expenses do not include permit filing fees.

Task	Contract CA #18 Budget	Additional fixed fee request for work through 3/6/2023	Total for work through 3/6/2023	Additional Allowance Request	Contract Total
Task 1 – Tappan Street Bike Lanes	\$7,750	\$0	\$7,750	\$0	\$7,750
Task 2 – Tappan Street Parking Striping	\$4,750	\$0	\$4,750	\$0	\$4,750
Task 3 – Traffic Signal Design	\$8,500	\$0	\$8,500	\$0	\$8,500
Task 4 – Construction Phase Services	\$8,700	\$0	\$8,700	\$1,300	\$10,000
Task 5 – Meeting Attendance/Agency Coordination	\$34,300	\$0	\$34,300	\$0	\$34,300
Task 6 – Construction Staging Updates	-	\$6,344	\$6,344	\$0	\$6,344
Expenses	<u>\$500</u>	<u>\$0</u>	<u>\$500</u>	<u>\$0</u>	<u>\$500</u>
TOTAL CONTRACT	\$64,500	\$6,344	\$70,844	\$1,300	\$72,144

Materials or reimbursable (direct) expenses will be billed at cost plus ten percent. Materials or reimbursable expenses are actual expenditures made by HSH in the interest of the project and include but are not limited to printing, photocopying, delivery charges, postage, research materials, local transportation, and any other expenses incurred in the interest of the project. Reimbursable expenses do not include permit filing fees.

CA #31 Additional Service Request

Meetings are budgeted as outlined above; additional meetings, if required, will be billed at the hourly rates shown in the attached rate schedule. Additional team and agency meetings generally cost between \$500 and \$750 per meeting, depending on the duration of each meeting and the staffing required. Additional community meetings range higher at up to \$1,250 per meeting depending on the need to provide supporting materials/graphics and the overall length of the meeting and any



possible team preparation. All additional meetings will be invoiced on a time and materials basis based solely on hours expended as well as any travel costs.

While HSH feels the scope of work and associated fee provided in this proposal is appropriate for this type and size of development in this location and that it will be acceptable to reviewing agencies, should the scope of work change either by request of the Client, reviewing agencies, or the community, HSH will provide an additional services request for advance review and approval by the Client.

Terms

Payment of Services: The project work is billable monthly on a time and materials basis, such that if the hours are not spent, you will not be billed. Invoices are due within thirty (30) days of receipt, regardless of whether approvals are granted. Interest of one and one-half percent (1.5%) will be charged per month on unpaid bills after ninety (90) days. If the scope should significantly change or if the schedule is extended past June 30, 2023, we will revise the budget accordingly and resubmit it for your approval. HSH does not accept payment in cash. Payment by check or Automated Clearing House (ACH) is preferred.

Termination: Consultant services may be terminated by either party with or without cause upon 10 days advance written notice. Regardless of which party shall affect termination, Client shall, within 30 calendar days of termination, pay HSH for services rendered and all costs incurred up to the time of termination, as well as those costs associated with the termination itself, if any, in accordance with HSH's then-prevailing labor rates. Upon termination of services and full payment of consultant fees, HSH will release all work product related to this contract.

Indemnification: Client and HSH will indemnify and each hold harmless each other's employees, officers, directors, and subconsultants from and against all claims and actions, including reasonable attorney fees, arising out of or related to damages or injuries to persons or property related or connected to acts of each other or their employees, officers, directors, subconsultants or agents.

Insurance: During the period that services are performed under this Agreement, HSH will maintain the following insurance: (1) Workers Compensation coverage in accordance with the laws of the Commonwealth of Massachusetts; (2) Commercial General Liability with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate; (3) Non-owned and Hired Automobile Liability coverage with a combined single limit of \$1,000,000 and (4) Professional Liability coverage with a \$5,000,000 aggregate limit (claims made basis). Client agrees that HSH will not be liable for any loss, damage, or liability arising out of this Agreement beyond the limits of available insurance coverage.



Permits/Licenses/Approvals: HSH is committed to providing technical support to facilitate project progress and approval. However, there are often circumstances beyond HSH's control and responsibility that may affect a project's ability to obtain permits/licenses or necessary written approvals. Therefore, unless indicated within this proposal, HSH does not guarantee our ability to obtain any project permits/licenses or approvals from any agency having jurisdiction over the project.



Approval

Should this proposal be acceptable to you, this letter can serve as a contract by an authorized signature below and returning a copy to us. Should our understanding of the project be incorrect or incomplete, or should you have any revisions or changes, please contact me directly and we will incorporate them as directed. Thank you for your continuing confidence in HSH; we look forward to working with you.

Sincerely,

Thomas A. Stokes, P.E.
President and CEO

Approved for the following:

- Total Contract fee approved in the amount of \$72,144.

William Rawn Associates

By: _____

Date: _____



Hourly Billing Rates through June 30, 2023

Project Role	Hourly Rate
Co-op/Administrative Assistant	\$85 - \$140
Graphics/Production	\$100 - \$165
Junior Engineer/Planner	\$105 - \$170
Engineer/Planner	\$135 - \$210
Senior Engineer/Planner	\$175 - \$275
Principal/Senior Advisor	\$210 - \$395

Rates subject to annual adjustment on July 1, 2023.

1. ALL TEMPORARY TRAFFIC CONTROL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND ALL REVISIONS INCLUDING MASSDOT REVISIONS, UNLESS SUPERCEDED BY THESE PLANS.
2. ALL SIGN LEGENDS, BORDERS, AND MOUNTING SHALL BE IN ACCORDANCE WITH THE MUTCD AND MASSDOT REVISIONS.
3. TEMPORARY CONSTRUCTION SIGNING AND ALL OTHER TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF ANY WORK.
4. TEMPORARY CONSTRUCTION SIGNING, BARRICADES, AND ALL OTHER NECESSARY WORK ZONE TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE HIGHWAY OR COVERED WHEN THEY ARE NOT REQUIRED FOR CONTROL OF TRAFFIC.
5. SIGNS AND SIGN SUPPORTS LOCATED ON OR NEAR THE TRAVELED WAY, CHANNELIZING DEVICES, BARRIERS, AND CRASH ATTENUATORS MUST PASS THE CRITERIA SET FORTH IN "MANUAL FOR ASSESSING SAFETY HARDWARE" (MASH).
6. CONTRACTORS SHALL NOTIFY EACH ABUTTER AT LEAST 24 HOURS IN ADVANCE OF THE START OF ANY WORK THAT WILL REQUIRE THE TEMPORARY CLOSURE OF ACCESS, SUCH AS CONDUIT INSTALLATION, EXISTING PAVEMENT EXCAVATION, TEMPORARY DRIVEWAY PAVEMENT PLACEMENT, AND SIMILAR OPERATIONS.
7. THE FIRST TEN REFLECTORIZED PLASTIC DRUMS OF A TAPER SHALL BE MOUNTED WITH SEQUENTIAL FLASHING LIGHTS.
8. DISTANCES ARE A GUIDE AND MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER.
9. MAXIMUM SPACING OF TRAFFIC DEVICES IN A TAPER (DRUMS OR CONES) IS EQUAL IN FEET TO THE SPEED LIMIT IN MPH.
10. MINIMUM LANE WIDTH IS TO BE 11 FEET (3.3m) UNLESS OTHERWISE SHOWN. MINIMUM LANE WIDTH TO BE MEASURED FROM THE EDGE OF DRUMS OR MEDIAN BARRIER.
11. ALL SIGNS SHALL BE MOUNTED ON THEIR OWN STANDARD SIGN SUPPORTS.
12. REFER TO SHEET 3 GENERAL NOTES FOR ADDITIONAL NOTES REGARDING TEMPORARY TRAFFIC CONTROL PLANS.
13. TEMPORARY CONSTRUCTION SIGNING AND ALL OTHER NECESSARY WORK ZONE TRAFFIC CONTROL NOT COVERED IN THE PLAN SET SHALL REFER TO MASSDOT "STANDARD DETAILS AND DRAWINGS FOR THE DEVELOPMENT OF TRAFFIC MANAGEMENT PLANS".
14. CONTRACTOR SHALL REMOVE ANY EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH PROPOSED TEMPORARY MARKINGS AND SHALL BAG OR REMOVE SIGNAGE THAT CONFLICTS WITH CONSTRUCTION PERIOD TRAFFIC PATTERNS.
15. THE CONTRACTOR SHALL PROVIDE FOR ADEQUATE BARRIER DEFLECTION SPACE WITHIN THE WORK ZONE. LIMITS OF WORK ZONE SHOWN ON PLANS ARE FOR INFORMATIONAL PURPOSES.
16. CONTRACTOR SHALL MAINTAIN ADA-COMPLIANT PEDESTRIAN ACCESS AT ALL TIMES USING PEDESTRIAN MANAGEMENT GUIDANCE SYSTEMS AT WORK ZONES. ACCESS SHALL BE MAINTAINED ALONG ALL SIDEWALKS, TO ALL ABUTTERS, AND TO ALL MBTA BUS STOPS OR TRAIN STATIONS. ANY PEDESTRIAN DETOURS SHALL INCLUDE A FULLY ADA-COMPLIANT PEDESTRIAN DETOUR ROUTE WITH PROPER BARRICADES, RAILINGS, RAMPS, AND SIGNAGE.
17. IN GENERAL, NO WORK SHALL BE PERFORMED WITHIN THE TRAVELED WAY DURING PEAK PERIODS OF 6:30-9:00 AM AND 3:00-6:00 PM. WHEN SCHOOL IS OUT, WORK HOURS SHALL BE 7:00 AM - 4:00 PM MONDAY THROUGH FRIDAY. CONTRACTOR SHALL REMOVE TEMPORARY TRAFFIC CONTROLS WHEN WORK IS NOT BEING PREFORMED AND SHALL ENSURE THAT THE AREA IS SAFE FOR VEHICULAR TRAVEL. IF LANE CLOSURES ARE TO BE USED FOR AN EXTENDED DURATION THROUGHOUT CONSTRUCTION, THE CONTRACTOR SHALL AT ALL TIMES SEEK APPROVAL FROM THE TOWN OF BROOKLINE AND COORDINATE WITH BROOKLINE HIGH SCHOOL AND MBTA BUS OPERATIONS FOR ALL LANE CLOSURES.

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
MOST OTHER ROADWAYS	500 FEET	500 FEET	500 FEET

BASED ON: TABLE 6C-1 MUTCD LATEST EDITION

TYPE OF TAPER	TAPER LENGTH
MERGING TAPER	AT LEAST L
SHIFTING TAPER	AT LEAST 0.5L
SHOULDER TAPER	AT LEAST 0.33L
ONE-LANE, TWO-WAY TRAFFIC TAPER	50 FEET MINIMUM, 100 FEET MAXIMUM
DOWNSTREAM TAPER	50 FEET MINIMUM, 100 FEET MAXIMUM

NOTE: USE TABLE 6C-4 SHOWN BELOW TO CALCULATE L
SOURCE: TABLE 6C-3 2009 MUTCD

FORMULAS FOR DETERMINING TAPER LENGTHS

SPEED LIMIT (S)	TAPER LENGTH L (FT)
40 MPH OR LESS	$L = \frac{WS^2}{60}$
45 MPH OR MORE	$L = WS$

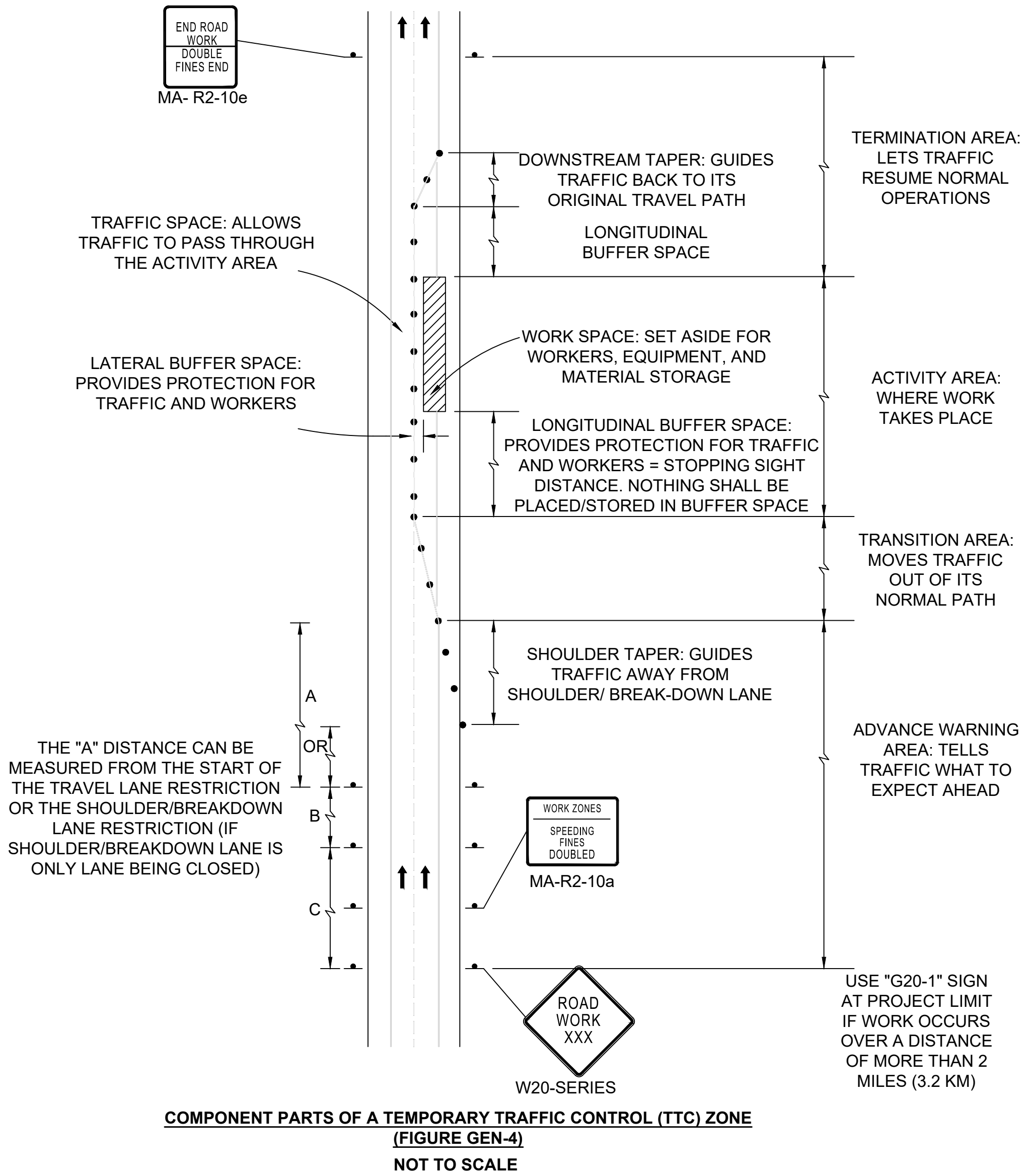
SOURCE: TABLE 6C-4 2009 MUTCD

L = TAPER LENGTH IN FEET

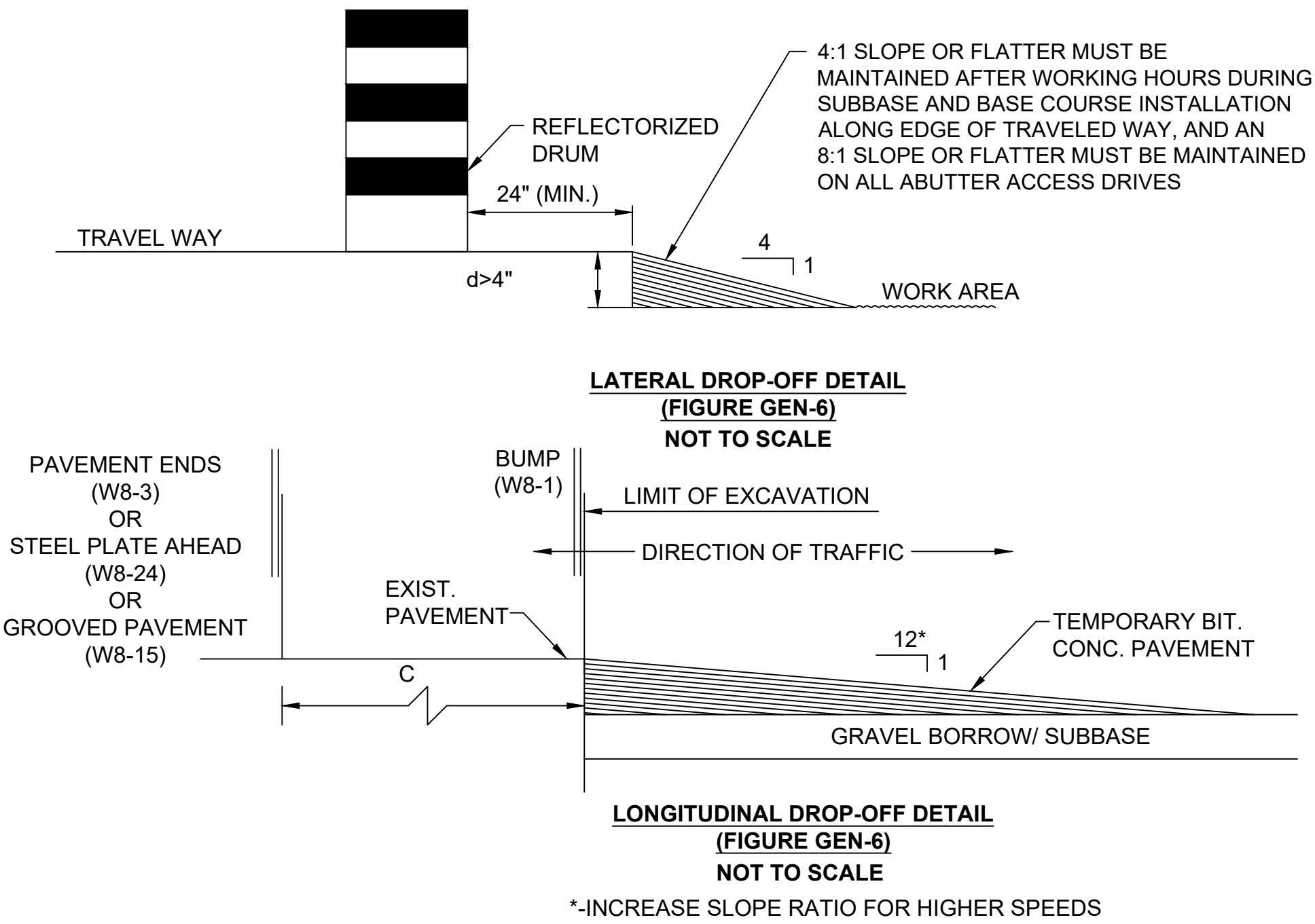
W = WIDTH OF OFFSET IN FEET

S = POSTED SPEED LIMIT, OR OFF-PEAK 85TH-PERCENTILE SPEED PRIOR TO WORK STARTING, OR THE ANTICIPATED OPERATING SPEED IN MPH

WORKZONE DISTANCES



COMPONENT PARTS OF A TEMPORARY TRAFFIC CONTROL (TTC) ZONE
(FIGURE GEN-4)
NOT TO SCALE



*INCREASE SLOPE RATIO FOR HIGHER SPEEDS



WRA PROJECT # 21706

TOWN OF BROOKLINE
BROOKLINE HIGH SCHOOL
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BROOKLINE, MA 02445

TAPPAN STREET IMPROVEMENTS

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CONTRACT DOCUMENT SET
JANUARY 6, 2023

REVISIONS:

REV. NO.	DATE	REVISION
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DRAWING TITLE:

TEMPORARY TRAFFIC
CONTROL PLAN

DRAWN BY: CM

CHECKED BY: RB

SCALE: AS SHOWN

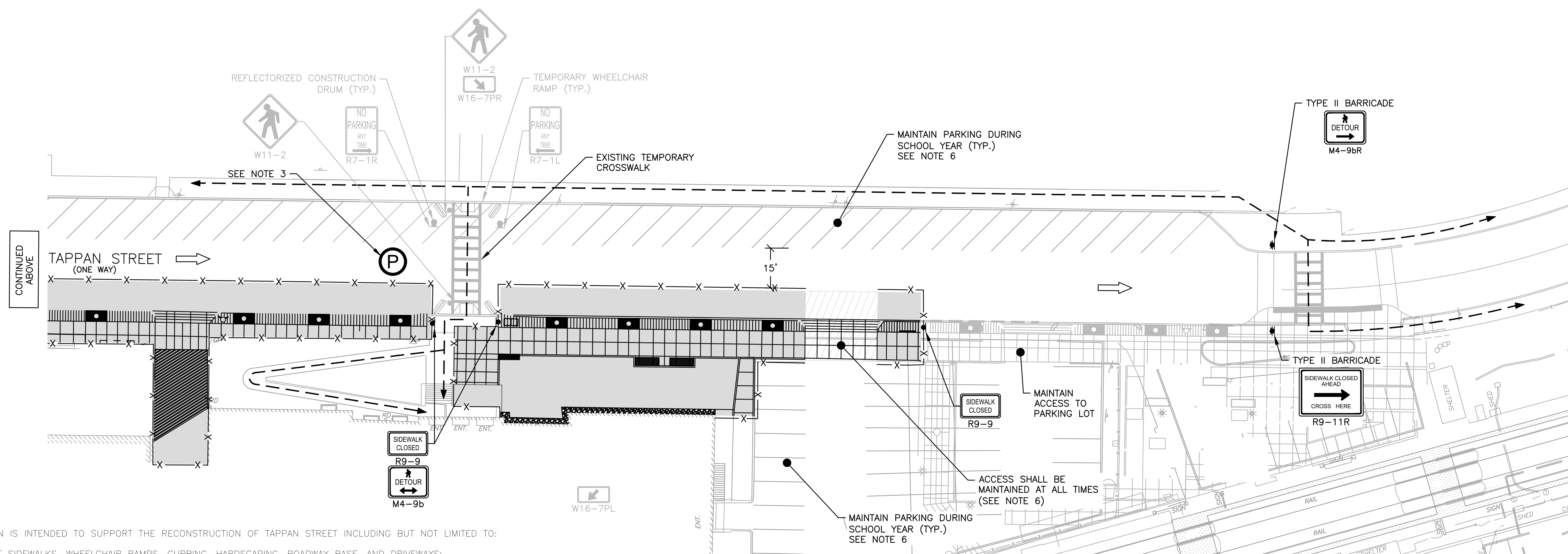
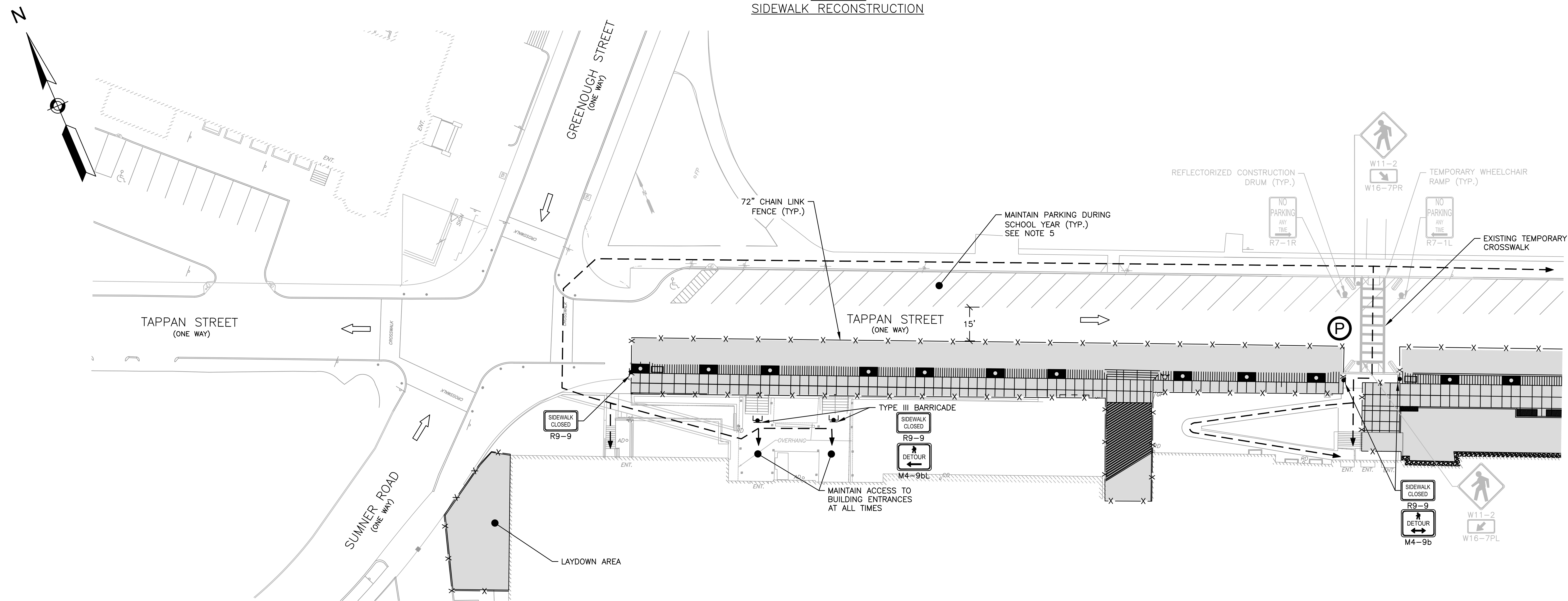
DATE: 1/6/23

DRAWING NUMBER:

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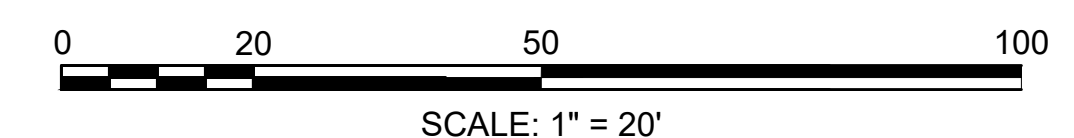
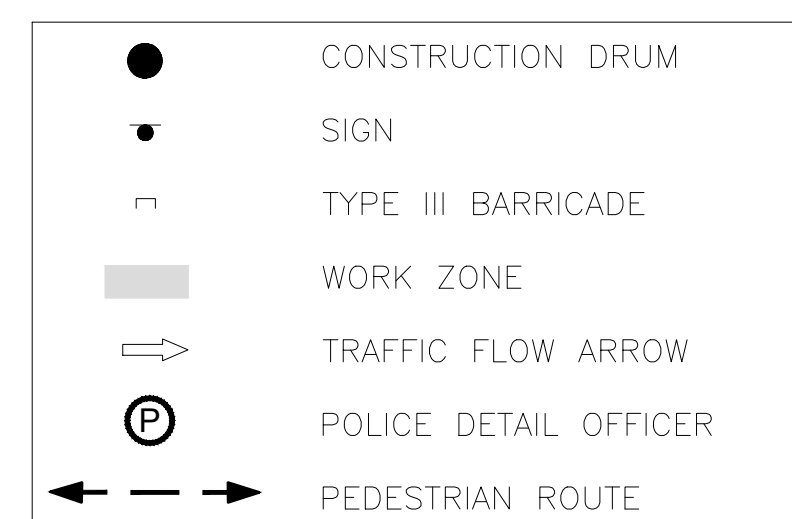


PHASE 1
SIDEWALK RECONSTRUCTION



WORK TO BE COMPLETED:

1. THE WORK ZONE SHOWN IS INTENDED TO SUPPORT THE RECONSTRUCTION OF TAPPAN STREET INCLUDING BUT NOT LIMITED TO:
 - 1.1. RECONSTRUCTION OF SIDEWALKS, WHEELCHAIR RAMPS, CURBING, HARDSCAPING, ROADWAY BASE, AND DRIVEWAYS;
2. ADDITIONAL WORK MAY BE PERFORMED DURING EACH PHASE THROUGH THE USE OF MUTCD STANDARD TEMPORARY TRAFFIC CONTROL DETAIL WITH PRIOR APPROVAL FROM THE ENGINEER.
3. POLICE OFFICER DETAIL SHALL BE PROVIDED BY THE TOWN OF BROOKLINE, WITH THE OFFICER DETERMINING THE EXACT LOCATION.
4. REFER TO SHEET 20 FOR ADDITIONAL NOTES RELATED TO TEMPORARY TRAFFIC CONTROL.
5. SCHOOL PARKING SHALL BE MAINTAINED AT ALL TIMES DURING SCHOOL YEAR. CONTRACTOR MAY USE PARKING SPACES FOR LAYDOWN BETWEEN JULY 1, 2023 - AUGUST 25, 2023.
6. IN AREAS SHOWN AS RESTRICTED WORKZONES, ACCESS SHALL BE MAINTAINED BY LIMITING DURATIONS AND IMPACTS AS BEST AS PRACTICAL.
7. PHASE 1 WORKZONE IS FOR ACTIVE WORK ONLY. WHEN WORK IS NOT TAKING PLACE, FENCE SHALL BE RELOCATED ADJACENT TO THE WORKZONE SUCH THAT EXISTING NUMBER OF TRAVEL LANES IS RESTORED.
8. CONTRACTOR MAY USE UP TO EIGHT SPACES IN THE TAPPAN STREET GYM PARKING LOT OFF SUMNER ROAD FOR CONTRACTOR PARKING FOR THE DURATION OF THE PROJECT.
9. TOWN OF BROOKLINE TO CONFIRM BUILDING EMERGENCY EGRESS IS NOT IMPACTED BY CONSTRUCTION STAGING PLAN.



WRA PROJECT # 21706

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TEMPORARY TRAFFIC
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DRAWN BY: CM

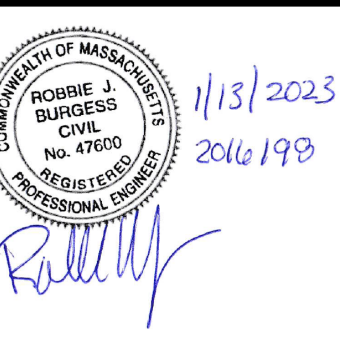
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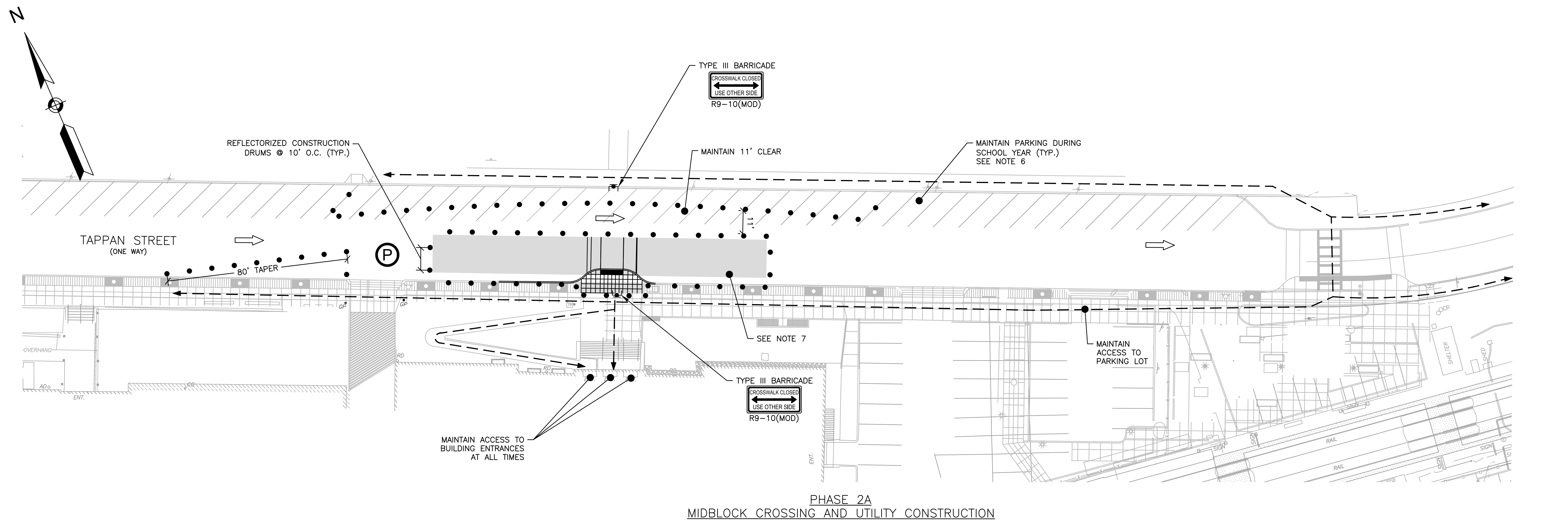
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DATE: 1/6/23

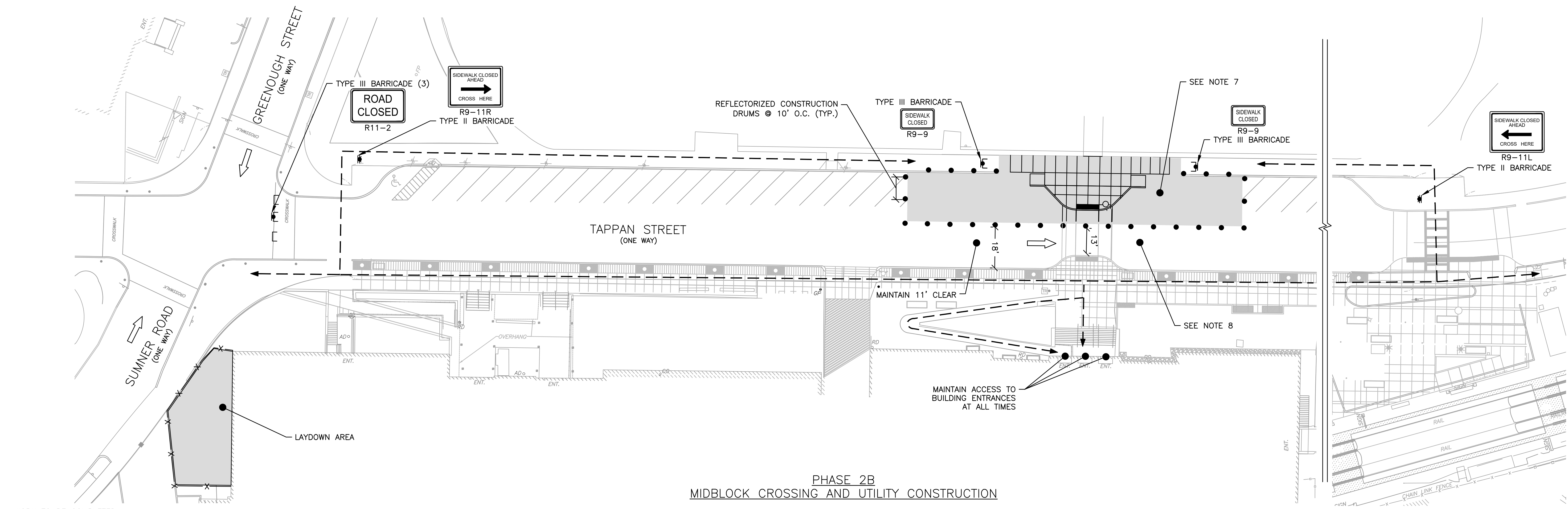
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TTCP-003





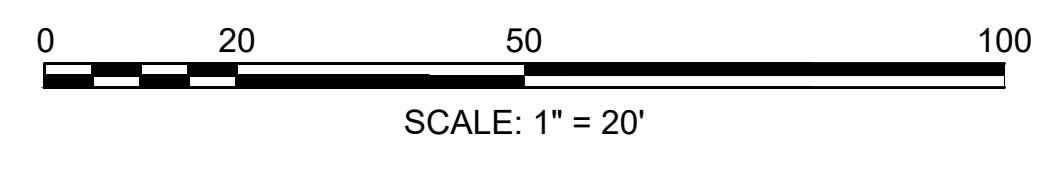
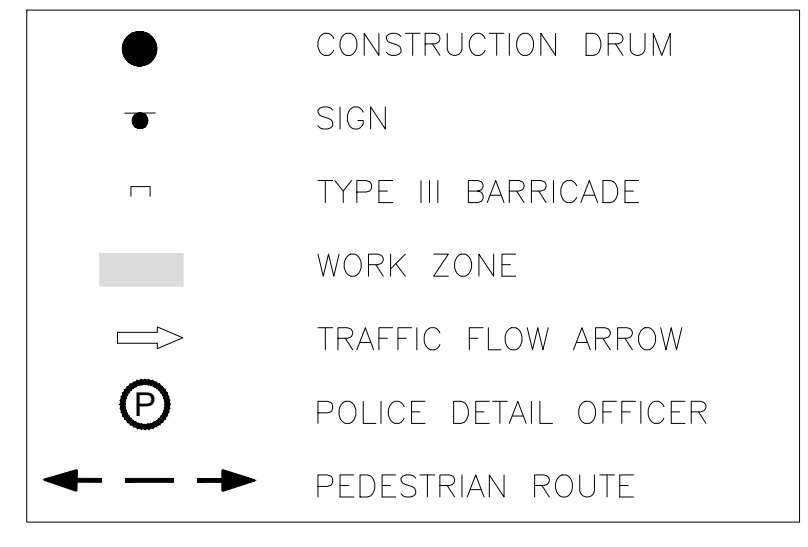
PHASE 2A
MIDBLOCK CROSSING AND UTILITY CONSTRUCTION



PHASE 2B
MIDBLOCK CROSSING AND UTILITY CONSTRUCTION

WORK TO BE COMPLETED:

1. THE WORK ZONE SHOWN IS INTENDED TO SUPPORT THE RECONSTRUCTION OF TAPPAN STREET INCLUDING BUT NOT LIMITED TO:
 - 1.1. RECONSTRUCTION OF SIDEWALKS, WHEELCHAIR RAMPS, CURBING, HARDSCAPING, ROADWAY BASE, AND DRIVEWAYS;
2. ADDITIONAL WORK MAY BE PERFORMED DURING EACH PHASE THROUGH THE USE OF MUTCD STANDARD TEMPORARY TRAFFIC CONTROL DETAIL WITH PRIOR APPROVAL FROM THE ENGINEER.
3. POLICE OFFICER DETAIL SHALL BE PROVIDED WHEN NECESSARY, WITH THE OFFICER DETERMINING THE EXACT LOCATION.
4. REFER TO SHEETS TTCP-001 AND TTCP-002 FOR ADDITIONAL NOTES RELATED TO TEMPORARY TRAFFIC CONTROL.
5. IN AREAS SHOWN AS RESTRICTED WORKZONES, ACCESS SHALL BE MAINTAINED BY LIMITING DURATIONS AND IMPACTS AS BEST AS PRACTICAL.
6. SCHOOL PARKING SHALL BE MAINTAINED AT ALL TIMES DURING SCHOOL YEAR. CONTRACTOR MAY USE PARKING SPACES FOR LAYDOWN BETWEEN JULY 1, 2023 – AUGUST 25, 2023.
7. PHASE 2 WORKZONE IS FOR ACTIVE WORK ONLY. WHEN WORK IS NOT TAKING PLACE, FENCE SHALL BE RELOCATED ADJACENT TO THE WORKZONE SUCH THAT EXISTING NUMBER OF TRAVEL LANES IS RESTORED.
8. TAPPAN STREET SHALL NOT BE CLOSED DURING THE SCHOOL YEAR. CONTRACTOR SHALL COORDINATE WITH BROOKLINE HIGH SCHOOL AND THE TOWN OF BROOKLINE FOR TAPPAN STREET CLOSURE.
9. CONTRACTOR MAY USE UP TO EIGHT SPACES IN THE TAPPAN STREET GYM PARKING LOT OFF SUMNER ROAD FOR CONTRACTOR PARKING FOR THE DURATION OF THE PROJECT.
9. TOWN OF BROOKLINE TO CONFIRM BUILDING EMERGENCY EGRESS IS NOT IMPACTED BY CONSTRUCTION STAGING PLAN.



WRA PROJECT # 21706

TOWN OF BROOKLINE
BROOKLINE HIGH SCHOOL
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BROOKLINE, MA 02445



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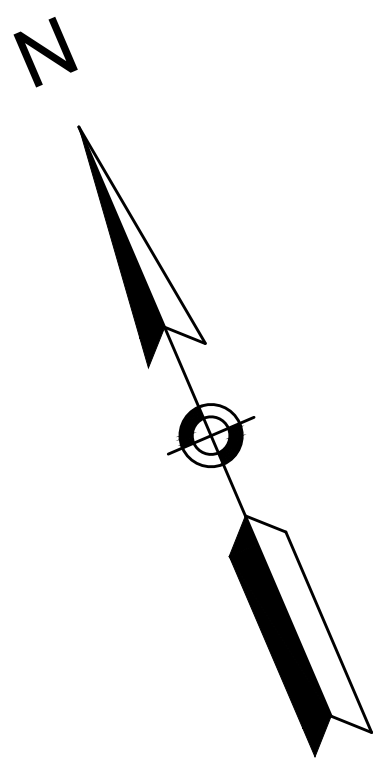
CONTRACT DOCUMENT SET
JANUARY 6, 2023

REVISIONS:		
REV. NO.	DATE	REVISION

DRAWING TITLE:
TEMPORARY TRAFFIC
CONTROL PLAN

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CHECKED BY: RB	
SCALE: AS SHOWN	
DATE: 1/6/23	

DRAWING NUMBER:
TTCP-004



WRA PROJECT # 21706

TOWN OF BROOKLINE
BROOKLINE HIGH SCHOOL
EXPANSION
BROOKLINE, MA 02445

TAPPAN STREET IMPROVEMENTS

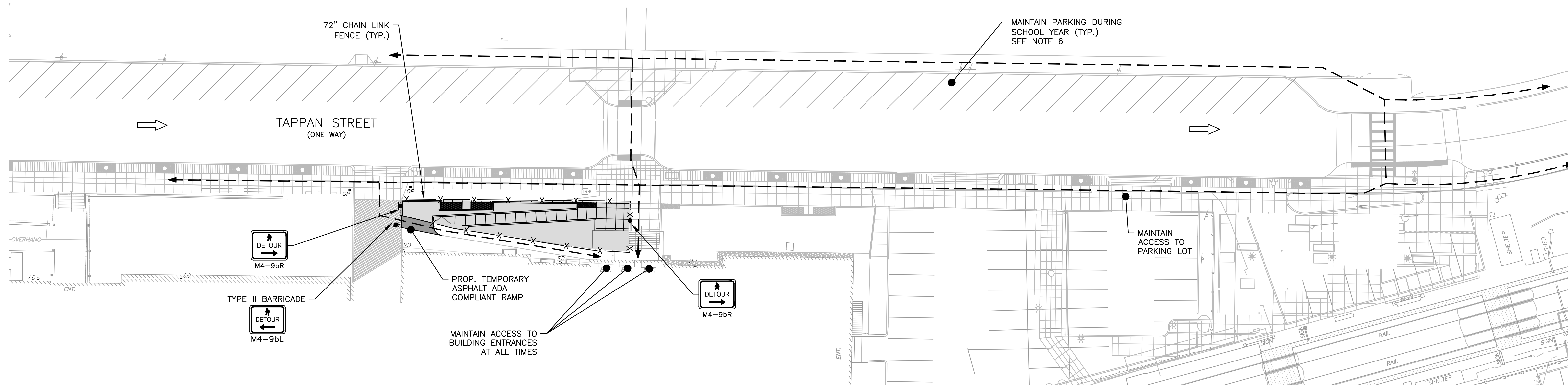
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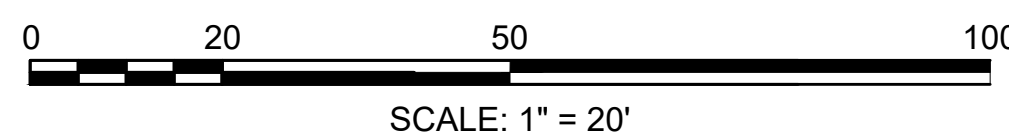
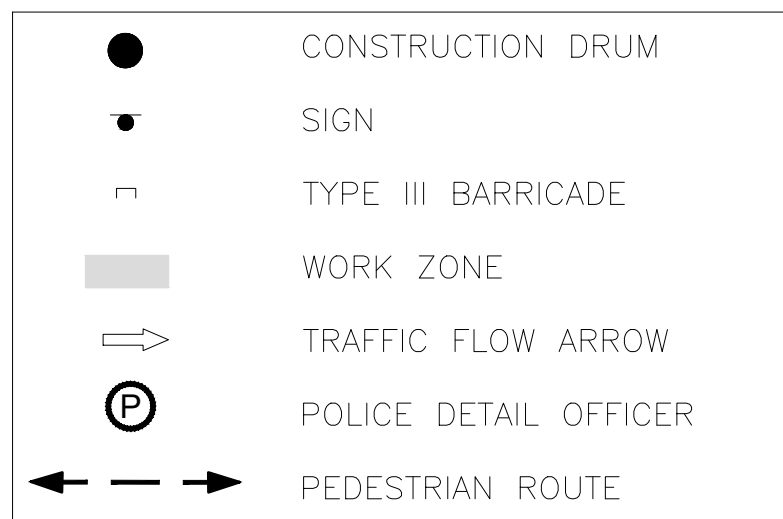
IRRIGATION CONSULTANT
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Andover, Massachusetts 01810



PHASE 2C
SIDEWALK RECONSTRUCTION

WORK TO BE COMPLETED:

1. THE WORK ZONE SHOWN IS INTENDED TO SUPPORT THE RECONSTRUCTION OF TAPPAN STREET INCLUDING BUT NOT LIMITED TO:
 - 1.1. RECONSTRUCTION OF SIDEWALKS, WHEELCHAIR RAMPS, CURBING, HARDSCAPING, ROADWAY BASE, AND DRIVEWAYS;
2. ADDITIONAL WORK MAY BE PERFORMED DURING EACH PHASE THROUGH THE USE OF MUTCD STANDARD TEMPORARY TRAFFIC CONTROL DETAIL WITH PRIOR APPROVAL FROM THE ENGINEER.
3. POLICE OFFICER DETAIL SHALL BE PROVIDED WHEN NECESSARY, WITH THE OFFICER DETERMINING THE EXACT LOCATION.
4. REFER TO SHEETS TTCP-001 AND TTCP-002 FOR ADDITIONAL NOTES RELATED TO TEMPORARY TRAFFIC CONTROL.
5. IN AREAS SHOWN AS RESTRICTED WORKZONES, ACCESS SHALL BE MAINTAINED BY LIMITING DURATIONS AND IMPACTS AS BEST AS PRACTICAL.
6. SCHOOL PARKING SHALL BE MAINTAINED AT ALL TIMES DURING SCHOOL YEAR. CONTRACTOR MAY USE PARKING SPACES FOR LAYDOWN BETWEEN JULY 1, 2023 – AUGUST 25, 2023.
7. PHASE 2 WORKZONE IS FOR ACTIVE WORK ONLY. WHEN WORK IS NOT TAKING PLACE, FENCE SHALL BE RELOCATED ADJACENT TO THE WORKZONE SUCH THAT EXISTING NUMBER OF TRAVEL LANES IS RESTORED.
8. TAPPAN STREET SHALL NOT BE CLOSED DURING THE SCHOOL YEAR. CONTRACTOR SHALL COORDINATE WITH BROOKLINE HIGH SCHOOL AND THE TOWN OF BROOKLINE FOR TAPPAN STREET CLOSURE.
9. CONTRACTOR MAY USE UP TO EIGHT SPACES IN THE TAPPAN STREET GYM PARKING LOT OFF SUMNER ROAD FOR CONTRACTOR PARKING FOR THE DURATION OF THE PROJECT.
9. TOWN OF BROOKLINE TO CONFIRM BUILDING EMERGENCY EGRESS IS NOT IMPACTED BY CONSTRUCTION STAGING PLAN.



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JANUARY 6, 2023

REVISIONS:		
REV. NO.	DATE	REVISION

DRAWING TITLE:
TEMPORARY TRAFFIC
CONTROL PLAN

DRAWN BY: CM

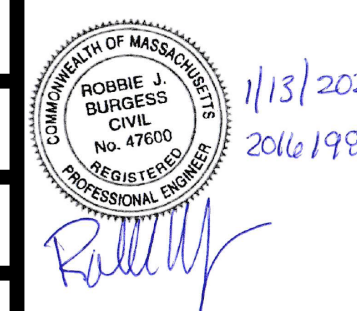
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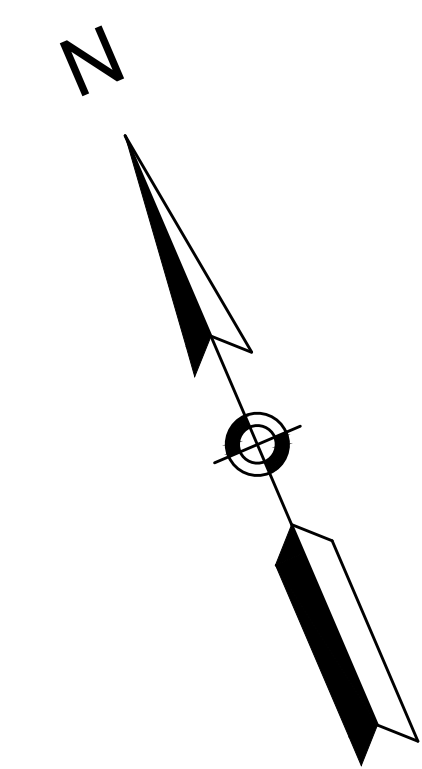
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DATE: 1/6/23

DRAWING NUMBER:

TTCP-005





WRA PROJECT # 21706

TOWN OF BROOKLINE
BROOKLINE HIGH SCHOOL
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BROOKLINE, MA 02445

TAPPAN STREET IMPROVEMENTS

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REVISIONS:		
REV. NO.	DATE	REVISION

DRAWING TITLE:
TEMPORARY TRAFFIC
CONTROL PLAN

DRAWN BY: CM

CHECKED BY: RB

SCALE: AS SHOWN

DATE: 1/6/23

DRAWING NUMBER:

TTCP-006

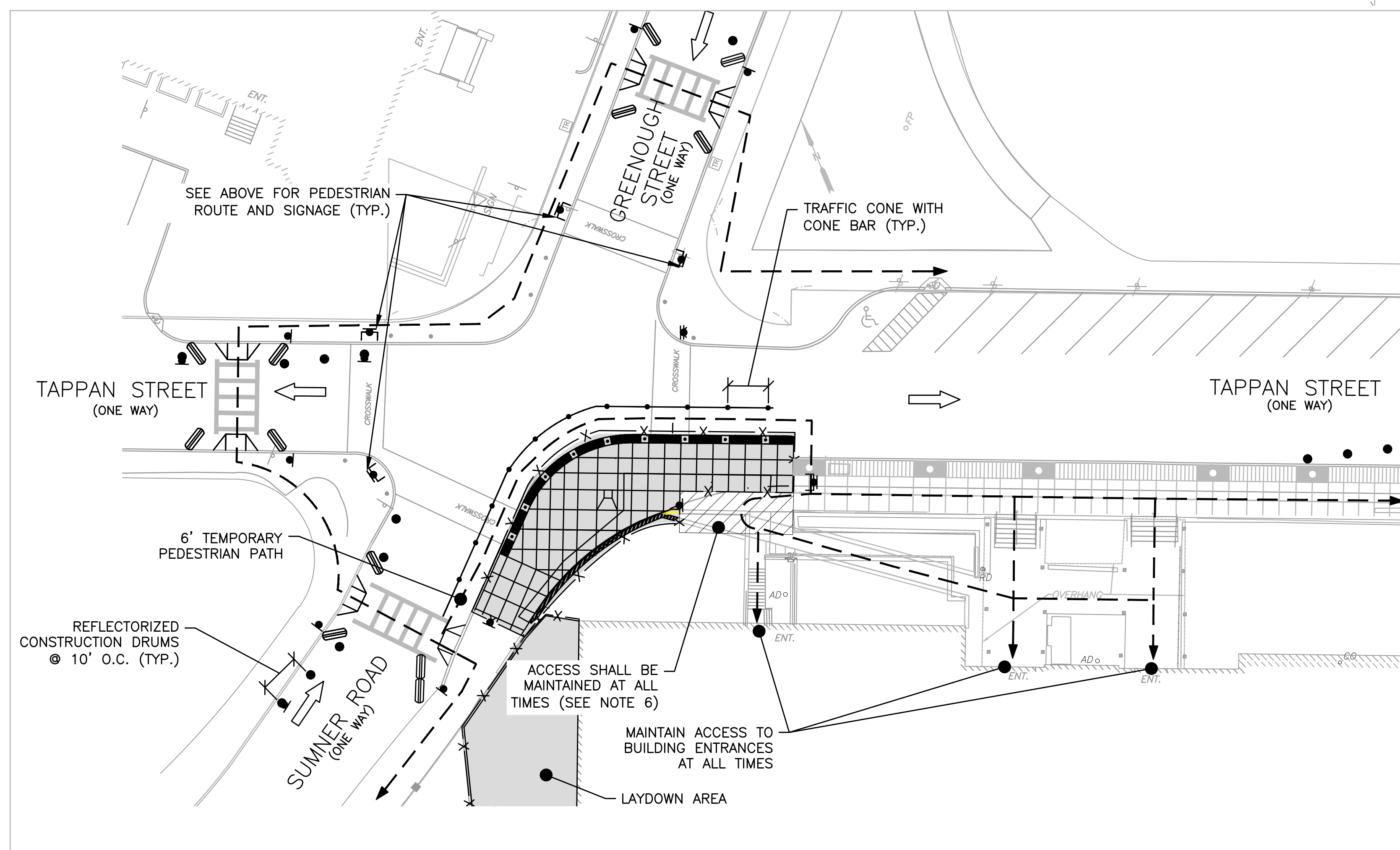


WORK TO BE COMPLETED:

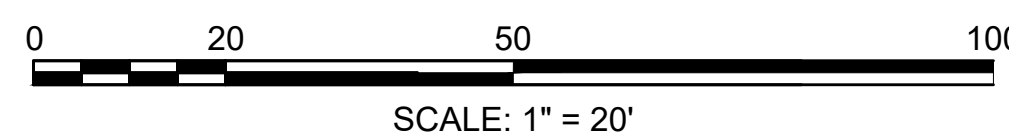
- THE WORK ZONE SHOWN IS INTENDED TO SUPPORT THE RECONSTRUCTION OF TAPPAN STREET INCLUDING BUT NOT LIMITED TO:
 - 1.1. RECONSTRUCTION OF SIDEWALKS, WHEELCHAIR RAMPS, CURBING, HARDSCAPING, ROADWAY BASE, AND DRIVEWAYS;
- ADDITIONAL WORK MAY BE PERFORMED DURING EACH PHASE THROUGH THE USE OF MUTCD STANDARD TEMPORARY TRAFFIC CONTROL DETAIL WITH PRIOR APPROVAL FROM THE ENGINEER.
- POLICE OFFICER DETAIL SHALL BE PROVIDED WHEN NECESSARY, WITH THE OFFICER DETERMINING THE EXACT LOCATION.
- REFER TO SHEET TTCP-001 FOR ADDITIONAL NOTES RELATED TO TEMPORARY TRAFFIC CONTROL.
- CONTRACTOR SHALL COORDINATE TEMPORARY CLOSURE OF TAPPAN STREET WITH THE TOWN OF BROOKLINE AND BROOKLINE HIGH SCHOOL.
- IN AREAS SHOWN AS RESTRICTED WORKZONES, ACCESS SHALL BE MAINTAINED BY LIMITING DURATIONS AND IMPACTS AS BEST AS PRACTICAL.
- SCHOOL PARKING SHALL BE MAINTAINED AT ALL TIMES DURING SCHOOL YEAR. CONTRACTOR MAY USE PARKING SPACES ON TAPPAN STREET FOR LAYDOWN BETWEEN JULY 1, 2023 – AUGUST 25, 2023.
- WORK DURING THIS PHASE SHALL NOT OCCUR DURING THE SCHOOL YEAR. WORK MAY BE COMPLETED BETWEEN JULY 1, 2023 – AUGUST 25, 2023 OR AS APPROVED BY THE TOWN OF BROOKLINE.
- CONTRACTOR MAY USE UP TO EIGHT SPACES IN THE TAPPAN STREET GYM PARKING LOT OFF SUMNER ROAD FOR CONTRACTOR PARKING FOR THE DURATION OF THE PROJECT.
- TOWN OF BROOKLINE TO CONFIRM BUILDING EMERGENCY EGRESS IS NOT IMPACTED BY CONSTRUCTION STAGING PLAN.

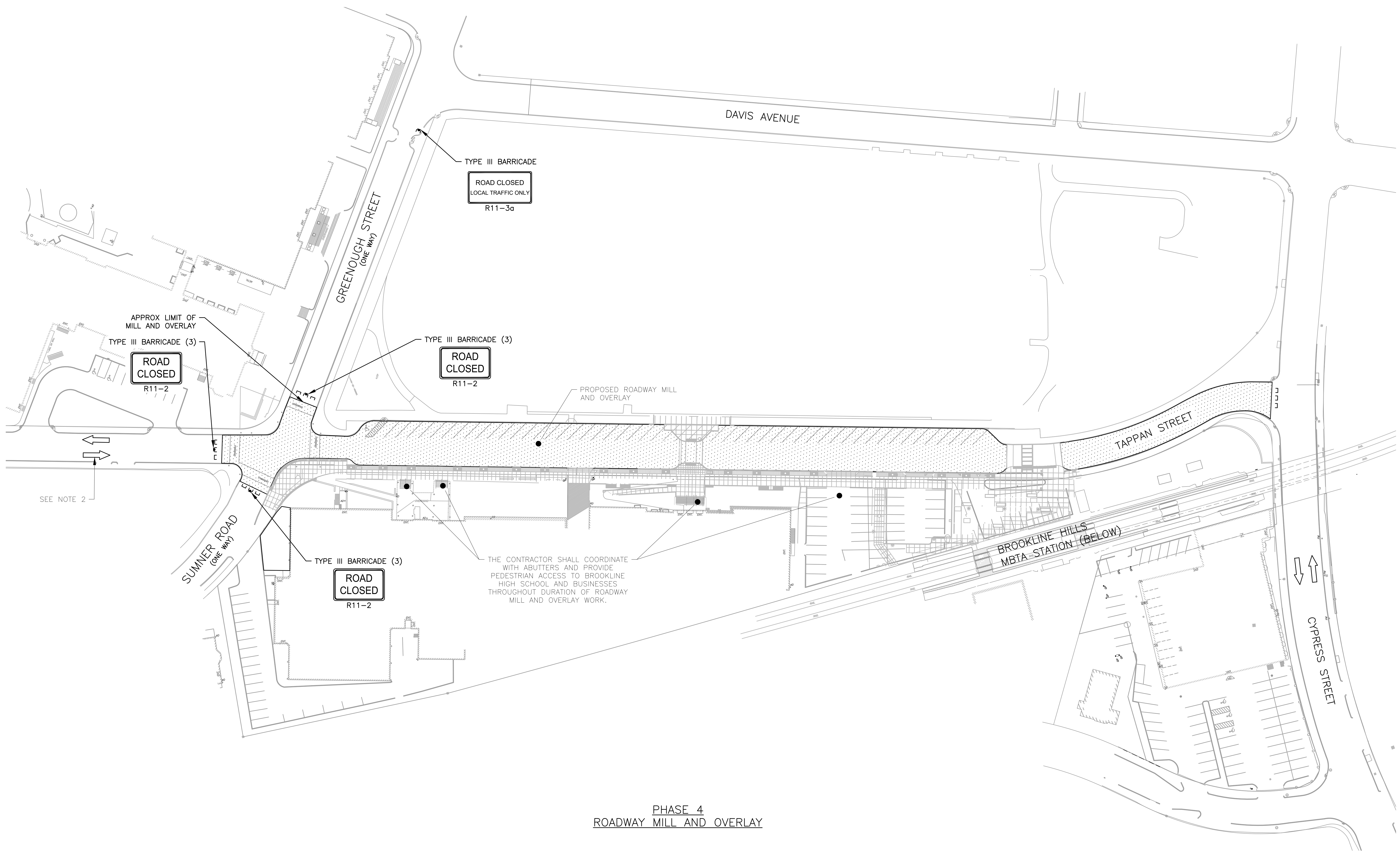
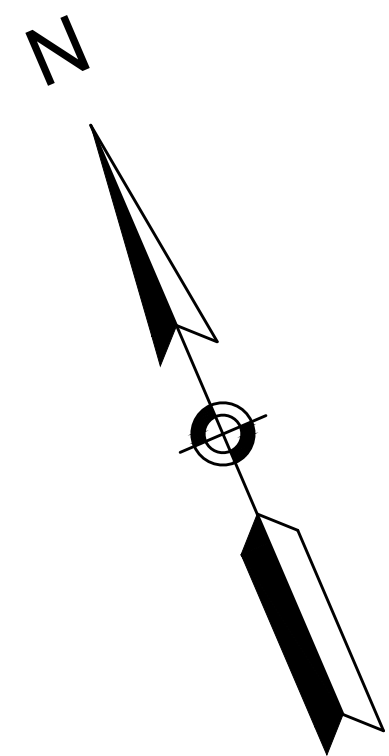
●	CONSTRUCTION DRUM
•	SIGN
□	TYPE III BARRICADE
■	WORK ZONE
⇒	TRAFFIC FLOW ARROW
Ⓟ	POLICE DETAIL OFFICER
↔	PEDESTRIAN ROUTE

PHASE 3
SIDEWALK RECONSTRUCTION



DETAIL A
NON-WORKING HOURS

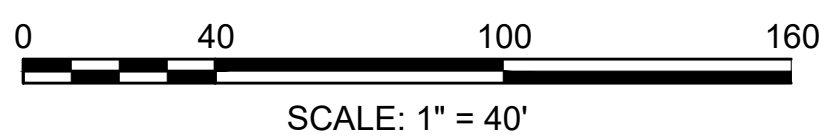




PHASE 4
ROADWAY MILL AND OVERLAY

WORK TO BE COMPLETED:

1. THE WORK ZONE SHOWN IS INTENDED TO SUPPORT THE RECONSTRUCTION OF TAPPAN STREET INCLUDING BUT NOT LIMITED TO:
 - 1.1. RECONSTRUCTION OF SIDEWALKS, WHEELCHAIR RAMPS, CURBING, HARDSCAPING, ROADWAY BASE, AND DRIVEWAYS;
2. DUE TO THE LOCATION OF THE PROPOSED ROADWAY MILL AND OVERLAY INTO TAPPAN STREET, THE ROADWAY WILL BE CLOSED TO THROUGH TRAFFIC AND TWO-WAY TRAVEL WILL BE PERMITTED BETWEEN TAPPAN STREET AT BLAKE ROAD AND TAPPAN STREET AT GREENOUGH STREET. UPON COMPLETION OF THE WORK PERIOD, ALL SIGNAGE SHALL BE REMOVED/COVERED, AND THE ROADWAY SHALL BE REOPENED TO ONE WAY TRAVEL. ALL ABUTTERS SHALL BE NOTIFIED OF THE PUBLIC ALLEY CLOSURE PRIOR TO THE START OF THE ROADWAY MILL AND OVERLAY.
3. ADDITIONAL WORK MAY BE PERFORMED DURING EACH PHASE THROUGH THE USE OF MUTCD STANDARD TEMPORARY TRAFFIC CONTROL DETAIL WITH PRIOR APPROVAL FROM THE ENGINEER.
4. POLICE OFFICER DETAIL SHALL BE PROVIDED WHEN NECESSARY, WITH THE OFFICER DETERMINING THE EXACT LOCATION.
5. REFER TO SHEET TTCP-001 FOR ADDITIONAL NOTES RELATED TO TEMPORARY TRAFFIC CONTROL.
6. CONTRACTOR SHALL COORDINATE CLOSURE OF TAPPAN STREET WITH THE TOWN OF BROOKLINE AND MBTA.
7. MILL AND OVERLAY AND SUBSTANTIAL COMPLETION BY AUGUST 25, 2023 AND START OF SCHOOL YEAR.
9. TOWN OF BROOKLINE TO CONFIRM BUILDING EMERGENCY EGRESS IS NOT IMPACTED BY CONSTRUCTION STAGING PLAN.



WRA PROJECT # 21706

TOWN OF BROOKLINE
BROOKLINE HIGH SCHOOL
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BROOKLINE, MA 02445

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CONTRACT DOCUMENT SET
JANUARY 6, 2023

REVISIONS:

REV. NO.	DATE	REVISION
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DRAWING TITLE:

TEMPORARY TRAFFIC
CONTROL PLAN

DRAWN BY: CM

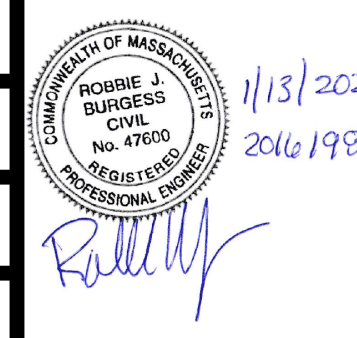
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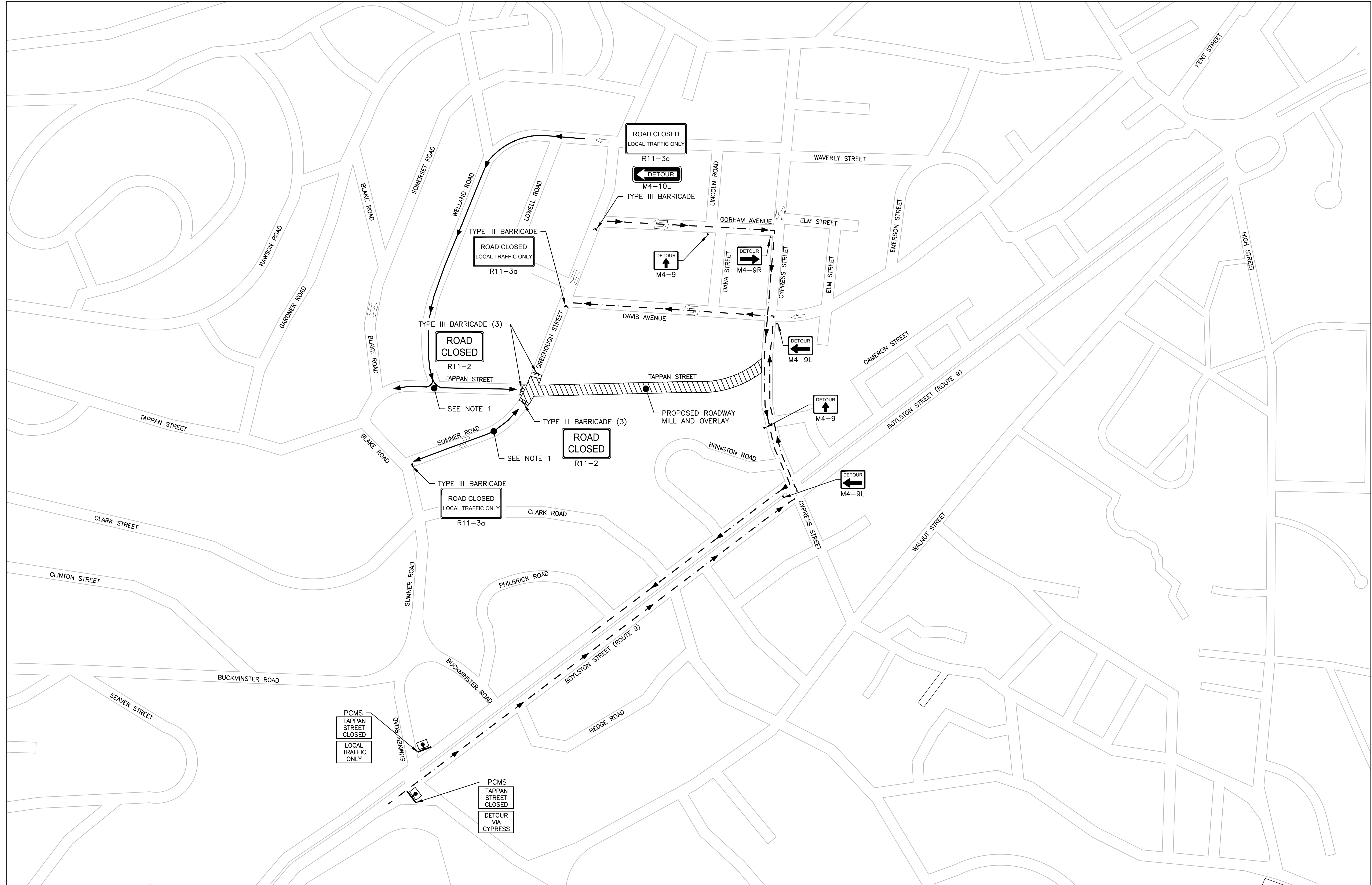
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DRAWING NUMBER:

TTCP-007

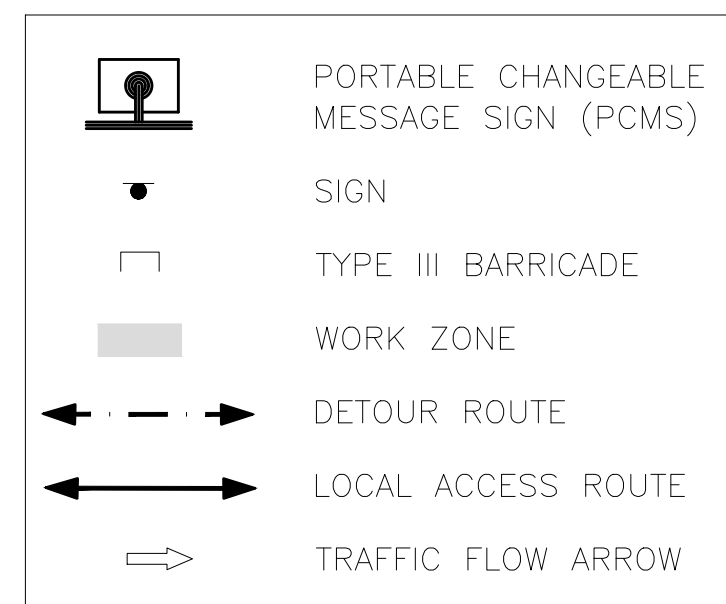




PHASE 4
VEHICULAR DETOUR PLAN
NOT TO SCALE

NOTE:

1. DUE TO THE LOCATION OF THE PROPOSED ROADWAY MILL AND OVERLAY INTO TAPPAN STREET, THE ROADWAY WILL BE CLOSED TO THROUGH TRAFFIC AND TWO-WAY TRAVEL WILL BE PERMITTED BETWEEN TAPPAN STREET AT BLAKE ROAD AND TAPPAN STREET AT GREENOUGH STREET AND ON SUMNER STREET BETWEEN BLAKE ROAD AND TAPPAN STREET. UPON COMPLETION OF THE WORK PERIOD, ALL SIGNAGE SHALL BE REMOVED/COVERED, AND THE ROADWAY SHALL BE REOPENED TO ONE WAY TRAVEL. ALL ADJUTERS SHALL BE NOTIFIED OF THE PUBLIC ALLEY CLOSURE PRIOR TO THE START OF THE ROADWAY MILL AND OVERLAY.



WRA PROJECT # 21706

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2 Center Plaza, Suite 430
Boston, Massachusetts 02108

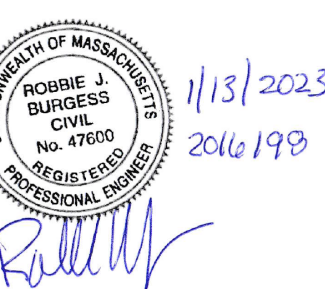
TRAFFIC CONSULTANT
Howard Stein Hudson (617) 482-7080
11 Beacon St
Boston, Massachusetts 02108

IRRIGATION CONSULTANT
Aqueous Consultants (978) 470-1695
2 Dundee Park Drive
Andover, Massachusetts 01810












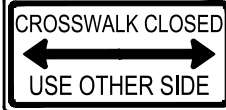

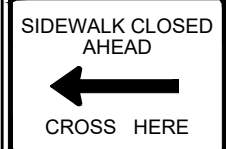
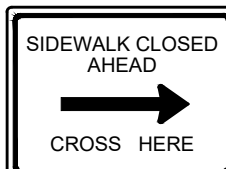





CONTRACT DOCUMENT SET
JANUARY 6, 2023

REVISIONS:		
REV. NO.	DATE	REVISION

DRAWING TITLE:
**TEMPORARY TRAFFIC
CONTROL PLAN**

DRAWN BY: CM	
CHECKED BY: RB	
SCALE: AS SHOWN	
DATE: 1/6/23	

DRAWING NUMBER:
TTCP-008

SIGN SUMMARY												
IDENTIFI- CATION NUMBER	SIZE OF SIGN		TEXT	TEXT DIMENSIONS (INCHES)			NUMBER OF SIGNS REQUIRED	COLOR		POST SIZE AND NUMBER REQUIRED	UNIT AREA (S.F.)	AREA IN SQUARE FEET
	WIDTH	HEIGHT		LETTER HEIGHT	VERTICAL SPACING	ARROW RTE. MKR.						
M4-9	30"	24"		MUTCD STANDARD DETAIL			2	MUTCD STANDARD DETAIL			5.00	10.00
M4-9b	30"	24"					2				5.00	10.00
M4-9bL	30"	24"					2				5.00	10.00
M4-9bR	30"	24"					3				5.00	15.00
M4-9L	30"	24"					2				5.00	10.00
M4-9R	30"	24"					1				5.00	5.00
M4-10L	48"	18"					1				6.00	6.00
R7-1L	12"	18"					4				1.50	6.00
R7-1R	12"	18"					4				1.50	6.00
R9-9	24"	12"					6				2.00	12.00
R9-9 (MOD)	24"	12"					4				2.00	8.00
R9-10(MOD)	24"	12"					2				2.00	4.00
R9-11aR	24"	12"					1				2.00	2.00
R9-11L	24"	18"					1				3.00	3.00
R9-11R	24"	18"					1				3.00	3.00
R11-2	48"	30"					3				10.00	30.00
R11-3a	60"	30"					3				12.50	37.50
W11-2	36"	36"					5				9.00	45.00
W16-7pL	24"	12"					2				2.00	4.00
W16-7pR	24"	12"					3				2.00	6.00



WRA PROJECT # 21706

TOWN OF BROOKLINE
BROOKLINE HIGH SCHOOL
EXPANSION
BROOKLINE, MA 02445

TAPPAN STREET IMPROVEMENTS

ARCHITECT
William Rawn Associates, Architects, INC. (617) 423-3470
27 School Street, Second Floor
Boston, Massachusetts 02108

LANDSCAPE ARCHITECT
Lemon Brooke LLC. (978) 222 -3700
51 Oxbow Road
Concord, Massachusetts 01742

CIVIL ENGINEER
Nitsch Engineering, Inc. (617) 338-0063
2 Center Plaza, Suite 430
Boston, Massachusetts 02108

TRAFFIC CONSULTANT
Howard Stein Hudson (617) 482-7080
11 Beacon St
Boston, Massachusetts 02108

IRRIGATION CONSULTANT
Aqueous Consultants (978) 470-1695
2 Dundee Park Drive
Andover, Massachusetts 01810

CONTRACT DOCUMENT SET
JANUARY 6, 2023

REVISIONS:		
REV. NO.	DATE	REVISION

DRAWING TITLE:

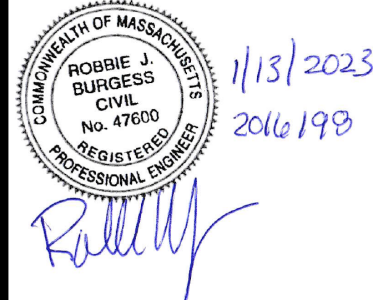
TEMPORARY TRAFFIC
CONTROL PLAN

DRAWN BY: CM

CHECKED BY: RB

SCALE: AS SHOWN

DATE: 1/6/23



DRAWING NUMBER:

TTCP-009

Andrew Jonic

From: Andrew Jonic
Sent: Thursday, December 8, 2022 12:54 PM
To: Chris Berry
Subject: FW: Brookline Expansion Project - Tappan Streetscape Bid Documents - Final Draft

Chris,

Please make the following prints and have them delivered to:
<https://williamrawnassociates.box.com/s/57fr1ut7c6otnhq3b93oisxowlo8rn8g>

Tony Guigli

Project Administrator
333 Washington Street
Third Floor
Brookline, MA

- (1) Half size - drawings
- (1) Set of single sided specifications

Rob King

Engineering / Transportation Director
333 Washington Street
Third Floor
Brookline, MA

- (1) Half size - drawings
- (1) Set of single sided specifications

Rob Kefalas

Town of Brookline Engineering Division
333 Washington Street
Third Floor
Brookline, MA

- (1) Full size - drawings
- (1) Set of single sided specifications

Project #21706

Thank you,

Andrew Jonic AIA
Associate Principal
c. 617.548.4275

WILLIAM RAWN ASSOCIATES | Architects Inc.

27 School Street
Second Floor
Boston, MA 02108
t. 617.423.3470
www.rawnarch.com

7.M.
INVOICE

ANDREW T. JOHNSON CO., INC.



15 TREMONT PLACE
BOSTON MA 02108
(617) 742-1610 - Phone
(617) 523-0719 - Fax

Bill To:

WILLIAM RAWN ASSOC. ARCH., INC.
27 SCHOOL STREET, 2ND FL
BOSTON MA 02108

Ship To:

WILLIAM RAWN ASSOC. ARCH., INC.
ANDY JONIC
c/o ANDREW T. JOHNSON CO., INC.
15 TREMONT PLACE

154910

Purchase Order No.		Customer ID		Ship Date	Shipping Method	Payment Terms	Date	Invoice	
#21706		000000252600		12/12/2022	COUNTER P/U	Net 30	12/13/2022	IVC128918	
Ordered	Shipped	B/O	Item Number	Description			Discount	Unit Price	Ext. Price
297	297	0	4008A-100	12-12-22 / Andy Jonic			\$0.0000	\$0.3500	\$103.95
1	1	0	100A-100	Brookline Expansion: 33 Plots 30x42 onto Bond Collar Bind			\$0.0000	\$1.5000	\$1.50
<div>21706.00 22</div>									
Subtotal							\$105.45		
Tax							\$6.59		
Total							\$112.04		

provide account numbers and/or invoice numbers making payments. Thank you.

Please provide account numbers and/or invoice numbers making payments. Thank you.

Andrew Jonic

From: Andrew Jonic
Sent: Saturday, January 14, 2023 12:00 PM
To: Chris Berry
Cc: Robert Kefalas
Subject: FW: BHS Expansion Tappan Streetscape Improvements

Chris,

Please make the following prints of the Streetscape drawings and send to:

Quantity (1) Full size – drawings (paper cover and back sheet – card stock binding)

Quantity (1) Half size - drawings

Rob King
Engineering / Transportation Director
333 Washington Street
Third Floor
Brookline, MA

Project #21706

<https://williamrawnassociates.box.com/s/quvpo8q393g4etz8z0gsxwjvkyxgyu39>

Please expedite printing and delivery. Town Hall is closed on Monday, so please deliver as early as possible on Tuesday.

Thank you,

Andy

Andrew Jonic AIA
Associate Principal
c. 617.548.4275

WILLIAM RAWN ASSOCIATES | Architects Inc.

27 School Street
Second Floor
Boston, MA 02108
t. 617.423.3470
www.rawnarch.com

From: Andrew Jonic
Sent: Saturday, January 14, 2023 10:10 AM
To: Robert Kefalas <rkefalas@brooklinema.gov>
Cc: Robert King <rking@brooklinema.gov>; Tony Guigli <tguigli@brooklinema.gov>; Ralph Tella <RTella@lordenv.com>; Ammar Dieb <adieba@uec-env.com>; Josh@lemonbrooke.com; Christian Boran <cboran@lemonbrooke.com>; Ian

7. ~~IN~~VOICE

ANDREW T. JOHNSON CO., INC.

**15 TREMONT PLACE
BOSTON MA 02108
(617) 742-1610 - Phone
(617) 523-0719 - Fax**



154994

Bill To:

**WILLIAM RAWN ASSOC. ARCH., INC.
27 SCHOOL STREET, 2ND FL
BOSTON MA 02108**

Ship To:

**BROOKLINE TOWN HAL
ROB KING/ENGINEERING/TRANSPORTAT
333 WASHINGTON STREET
BROOKLINE MA 02445**

Purchase Order No.		Customer ID		Ship Date	Shipping Method	Payment Terms	Date	Invoice
#21706		000000252600		1/16/2023	COURIER	Net 30	1/19/2023	IVC129147
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price	
306	306	0	4008A-100	1-16-23 / Andy Jonic BHS Expansion: 34 Plots 30x42 onto Bond	\$0.0000	\$0.3500	\$107.10	
1	1	0	100A-100	Collar Bind	\$0.0000	\$1.5000	\$1.50	
102	102	0	4009A-100	34 E/prints 15x21	\$0.0000	\$0.3500	\$35.70	
1	1	0	100A-100	Collar Bind	\$0.0000	\$1.5000	\$1.50	
1	1	0	4005B-100	Delivery (See Ship to)	\$0.0000	\$27.5000	\$27.50	
							Subtotal	\$173.30
							Tax	\$9.11
							Total	\$182.41

Please provide account numbers and/or invoice numbers
when making payments. Thank you.

From: Andrew Jonic 7.M.
Sent: Friday, January 20, 2023 11:06 AM
To: Chris Berry
Subject: RE: BHS Expansion Tappan Streetscape Improvements - Final Bid documents prints

Thanks Chris. I thought ATJs might be using an out of house delivery service.

Andy

Andrew Jonic AIA
Associate Principal
c. 617.548.4275

WILLIAM RAWN ASSOCIATES | Architects Inc.

27 School Street
Second Floor
Boston, MA 02108
t. 617.423.3470
www.rawnarch.com

From: Chris Berry <chrisberry@andrewtjohnson.com>
Sent: Friday, January 20, 2023 10:59 AM
To: Andrew Jonic <AJonic@rawnarch.com>
Subject: RE: BHS Expansion Tappan Streetscape Improvements - Final Bid documents prints

[External]

Hi Andy , I can only use my courier
I was suggesting maybe you had someone
I will cancel other deliveries so I can get this done & it will be delivered by us later in the afternoon
Thx Have a Great Day
CB

From: Andrew Jonic <AJonic@rawnarch.com>
Sent: Friday, January 20, 2023 10:35 AM
To: Chris Berry <chrisberry@andrewtjohnson.com>
Cc: Robert Kefalas <rkefalas@brooklinema.gov>
Subject: BHS Expansion Tappan Streetscape Improvements - Final Bid documents prints

Hi Chris,

Please make the following prints and deliver to Rob Kefalas today.

Quantity: 8
Size: Full Size Prints

INVOICE

ANDREW T. JOHNSON CO., INC.

15 TREMONT PLACE

BOSTON MA 02108

(617) 742-1610 - Phone

(617) 523-0719 - Fax



154995

Bill To:

WILLIAM RAWN ASSOC. ARCH., INC.
27 SCHOOL STREET, 2ND FL
BOSTON MA 02108

Ship To:

TOWN OF BROOKLINE
ROB KEFALAS
333 WASHINGTON STREET
BROOKLINE MA 02445

Purchase Order No.		Customer ID		Ship Date	Shipping Method	Payment Terms	Date	Invoice
21706		000000252600		1/20/2023	COURIER	Net 30	1/23/2023	IVC129188
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price	
306	306	0	4008A-100	1-20-23 / Andy Jonic BHS Expansion: 34 Plots 30x42 onto Bond	\$0.0000	\$0.3500	\$107.10	
1	1	0	100A-100	Collar Bind	\$0.0000	\$1.5000	\$1.50	
2,142	2,142	0	4009A-100	238 E/Prints 30x42	\$0.0000	\$0.2500	\$535.50	
7	7	0	100A-100	Collar Bind	\$0.0000	\$1.5000	\$10.50	
1	1	0	4005B-100	Deliver Today ASAP	\$0.0000	\$42.5000	\$42.50	
						Subtotal	\$697.10	
						Tax	\$40.91	
						Total	\$738.01	

Please provide account numbers and/or invoice numbers
when making payments. Thank you.

Andrew Jonic

From: Andrew Jonic
Sent: Friday, March 18, 2022 9:04 AM
To: Chris Berry; Patty McCarthy
Cc: Colleen de Matta
Subject: RE: BHS Expansion - Streetscape bid drawings and Specification cover page (signed)

Hi Chris,

Please make the following prints of the Streetscape bid drawings for the Town of Brookline. You can download the drawings here:

<https://williamrawnassociates.box.com/s/m1cyvl6fpend7hsqh7ncmgjwuhcc036o>

- (3) half size sets
- (7) full size sets
- Collar bind
- Please send the final invoice to Patty and to me. We will get re-imbursed for some of this order.
- Project #: 21076.56

Thank you,

Andy

Andrew Jonic AIA
 Senior Associate
 c. 617.548.4275

WILLIAM RAWN ASSOCIATES | Architects, Inc.

27 School Street
 Second Floor
 Boston, MA 02108
 t. 617.423.3470
www.rawnarch.com

From: Robert Kefalas <rkefalas@brooklinema.gov>
Sent: Thursday, March 17, 2022 11:35 AM
To: Andrew Jonic <AJonic@rawnarch.com>
Cc: Colleen de Matta <CdeMatta@rawnarch.com>; Robert King <rking@brooklinema.gov>; Tony Guigli <tguigli@brooklinema.gov>; Ray Masak <rmagak@brooklinema.gov>
Subject: RE: BHS Expansion - Streetscape bid drawings and Specification cover page (signed)

[External]

Andy-

We need 3 half sets and 7 full sets of the drawings printed and delivered to Brookline Town Hall /4th floor Eng Div.

INVOICE

ANDREW T. JOHNSON CO., INC.



15 TREMONT PLACE
BOSTON MA 02108
(617) 742-1610 - Phone
(617) 523-0719 - Fax

Bill To:

WILLIAM RAWN ASSOC. ARCH., INC.
27 SCHOOL STREET, 2ND FL
BOSTON MA 02108

Ship To:

TOWN OF BROOKLINE - DPW
ROBERT KEFALAS
333 WASHINGTON STREET
BROOKLINE MA

Purchase Order No.		Customer ID		Ship Date		Shipping Method		Payment Terms		Date		Invoice	
21076.56		000000252600		3/18/2022		COURIER		Net 30		3/18/2022		IVC126268	
Ordered	Shipped	B/O	Item Number	Description						Discount	Unit Price	Ext. Price	
297	297	0	4008A-100	3-18-22 / Andy Jonic 21076.56 BHS: 33 Plots onto Bond 30x42						\$0.0000	\$0.3500	\$103.95	
1,782	1,782	0	4009A-100	198 E/Prints 30x42						\$0.0000	\$0.2500	\$445.50	
297	297	0	4009A-100	99 E/Prints 15x21						\$0.0000	\$0.2500	\$74.25	
10	10	0	100A-100	Collar Bind						\$0.0000	\$1.5000	\$15.00	
1	1	0	4005B-100	Delivery (See Ship to)						\$0.0000	\$22.5000	\$22.50	
										Subtotal		\$661.20	
										Tax		\$39.92	
										Total		\$701.12	

Please provide account numbers and/or invoice numbers when making payments. Thank you.

Please provide account numbers and/or invoice numbers
when making payments. Thank you.




TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS
HIGHWAY AND SANITATION DIVISION

Erin Chute Gallentine
 Commissioner

Kevin Johnson
 Deputy Commissioner of Operations

Memorandum

To: Select Board
 From: Erin Chute Gallentine, Commissioner of Public Works 
 Kevin Johnson, Deputy Commissioner of Operations
 Date: April 23, 2023
 Re: Extra Work Order for Casella Waste Management: Recycling Collection/Processing Contract
 Cc: Charles Carey, Town Administrator

Attached please find for your review and approval an Extra Work Order for Contract PW/16-01 Curbside Collection and Processing of Single Stream Recycling with Casella Waste Management of Massachusetts, Inc. of Peabody, MA, in the amount of \$225,000.00.

Public Works Contract 16-01 is an annual service contract between the Town and Casella Waste Management for curbside collection and processing of single-stream recycling. The FY23 contract was approved with a base value of \$1,697,034.00. The EWO is necessary to cover annual recycling processing costs.

The collection of single-stream recycling is assessed at a flat fee per year. However, the processing costs are assessed as a base fee with a market adjustment that fluctuates. Because the recycling market is sluggish the ACR (Average Commodity Revenue) in FY23 has been weak. A weak ACR means that the Town pays a higher rate per ton for the processing of single-stream recycling materials. In FY23 the Town is paying over \$100 per ton for the processing of single-stream recycling. In comparison, the Town paid an average price of \$60 per ton for the processing of single-stream recycling in FY21.

We respectfully request the Select Board approve an Extra Work Order in the amount of \$225,000.00 for Single Stream Recycling with Casella Waste Management. Funds are budgeted for this contract and will be charged to 40004300-523593. This EWO is intended to cover costs for the remainder of FY23.

TOWN OF BROOKLINE

ENGINEERING DIVISION

EXTRA WORK ORDER

Number 6

I, JACK MANNING, duly authorized representative of Casella Waste Management of Massachusetts, Inc., Contractor, agree to additional cost for processing single stream recycling because of weaker than expected market conditions under the contract for Curbside Collection and Processing of Single Stream Recycling.

I further agree that the amount or amounts paid to Casella Waste Management of Massachusetts, Inc., Contractor, for performing the above-specified work shall be at the contract unit prices with the estimated additional cost as follows:

Additional processing cost for FY23

\$225,000.00

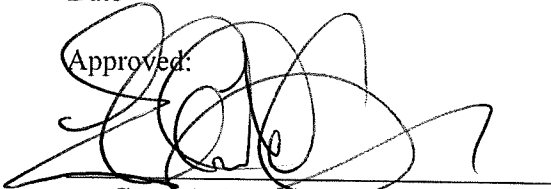
The work is in connection with the contract between Casella Waste Management of Massachusetts, Inc., and the Town of Brookline, Massachusetts, "Curbside Collection and Processing of Single Stream Recycling," Contract No. PW/16-01, dated June 23, 2015.

Approved:

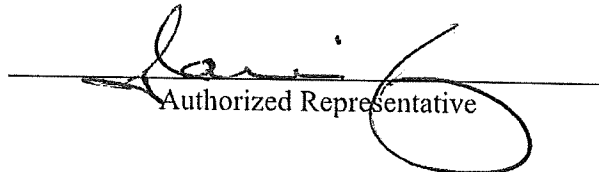
Casella Waste Management of Massachusetts, Inc.
(Contractor)

MAY 01, 2023
Date

Approved:



Commissioner of Public Works


Authorized Representative

Town Administrator

Town Of Brookline

Contract Amendment Approval Form

Department: Public Works/Engineering DivisionContract #: PW/16-01 Curbside Collection and Processing of Single Stream RecyclingVendor Name and Address: Casella Waste Management of Massachusetts, Inc.
295 Forest Street, Peabody, MA 01960Change Order/Extra Work Order #: 6Purchase Order #: 23100020Amount of Amendment \$ 225,000.00

Purpose of Amendment:

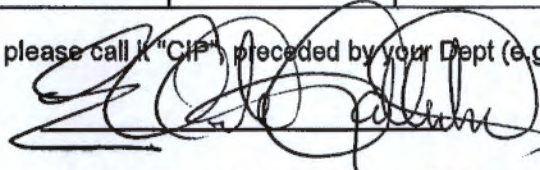
Description: Additional cost for processing single stream recycling because of weaker than expected market conditions for recyclable materials for FY23.

Coding:

Org #	Org Name *	Acct #	Acct Name	Amount
40004300		523599		\$225,000.00

- For "K" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4909K001 would be "DPW CIP").

Department Head:


Date 5-3-23Comptroller and Purchasing Approvals

Funds Available/Codes Correct

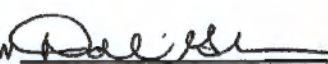
Comptroller



Date Approved by Comptroller

5-3-23Complies with Appropriate Procurement Law
(MGL ch 149, ch 30 30 30M, or ch 30B)

Purchasing



Date Approved by Purchasing

5/1/23

Town Of Brookline

Contract Coding Approval Form

Department: BUILDINGVendor Name : MKA ARCHITECTUREVendor Number : _____ Amount of Contract \$ 37,000.00

Contract # : _____

Purpose of Contact:

Description:
DESIGN OF RENOVATIONS
TO BROOKLINE POLICE DEPARTMENT
LOCKER ROOM RENOVATIONS

Coding:

Org #	Org Name *	Acct #	Acct Name	Amount

* For "K" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4909K001 would be "DPW CIP").

Department Head:  Date 5-1-23Comptroller and Purchasing ApprovalsFunds Available / Codes Correct _____
Comptroller

Date Approved by Comptroller _____

Complies with Appropriate Procurement Law _____
(MGL ch 149, ch 30 30M, or ch 30B) Purchasing

Date Approved by Purchasing _____



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

AGREEMENT

made as of the _____ day of _____ in the year of _____

BETWEEN the Owner:
(Name and address)

Town of Brookline
Town Hall
333 Washington Street
Brookline, MA 02445-6648

and the Architect:
(Name and address)

MKA Architecture LLC
1 Holden Street #3
Brookline, MA 02445

For the following Project:

(Include detailed description of Project, location, address and scope.)

Brookline Police Dept. Locker Room Renovations

The Owner and Architect agree as set forth below.

Copyright 1917, 1926, 1948, 1951, 1953, 1958, 1961, 1963, 1966, 1967, 1970, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

*SEE AMENDMENTS

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. * SEE AMENDMENTS

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids ~~or negotiated proposals~~ and assist in awarding and preparing contracts for construction. * SEE AMENDMENTS

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. * SEE AMENDMENTS

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect ~~with consent of the Contractor, which consent shall not be unreasonably withheld.~~ *SEE AMENDMENTS

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)* * SEE AMENDMENTS

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. * SEE AMENDMENTS

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents. * SEE AMENDMENTS

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, ~~shall not show partiality to either~~, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 ~~The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.~~

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

~~**3.2.3** Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.~~

3.3 CONTINGENT ADDITIONAL SERVICES

* SEE AMENDMENTS

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- 1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

~~**3.3.3** Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.~~

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the ^{formal} default of the Contractor, by major defects or deficiencies in the Work of the Contractor, ~~or by failure of performance of either the Owner or Contractor under the Contract for Construction.~~

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work. *SEE AMENDMENTS

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

~~**3.4.1** Providing analyses of the Owner's needs and programming the requirements of the Project.~~

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

~~3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.~~

3.4.5 Providing services relative to future facilities, systems and equipment.

~~3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.~~

~~3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.~~

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

~~3.4.10 Providing detailed estimates of Construction Cost.~~

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

~~3.4.12 Providing analyses of owning and operating costs.~~

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

~~4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

~~4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits; determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.~~

~~4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.~~

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5

CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction. *SEE AMENDMENTS

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. ~~The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.~~

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7

ARBITRATION

7.1 ~~Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~

7.2 ~~Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.~~

7.3 ~~No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement.~~

except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by ~~either party~~ ^{the architect} upon not less than seven days' written notice should ~~the other party~~ ^{the owner} fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. ~~If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.~~

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. ~~Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:~~

1. Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

2. Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
3. Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

~~*SEE AMENDMENTS~~

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses. SEE ALSO 11.4.1

10.2.1.1 Expense of ~~transportation in connection with the Project, expenses in connection with authorized out of town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.~~

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents. ~~for bidding only~~

10.2.1.3 ~~If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.~~

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 ~~Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.~~

10.2.1.6 ~~Expense of computer-aided design and drafting equipment time when used in connection with the Project.~~

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

Set Fee: \$37,000.00

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (20 %)
Design Development Phase:	percent (20 %)
Construction Documents Phase:	percent (25 %)
Bidding or Negotiation Phase:	percent (5 %)
Construction Phase:	percent (30 %)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Principals; Architect and Engineer:	\$200/hr
Projects Architect or Engineer:	\$145/hr
Architect or Engineer:	\$85-125/hr
Drafter:	\$55-75/hr

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Additional services shall be compensated either on an hourly basis in accordance with the hourly billing noted in 11.3.1 above, or a lump sum basis for designated services as mutually agreed to by the Owner and Architect.

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

Refer to signature page

(Signature)

(Printed name and title)

ARCHITECT

(Signature)

(Printed name and title)

MICHAEL F.M., PRINCIPAL

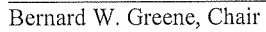


CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

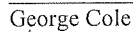
BROOKLINE POLICE DEPARTMENT LOCKER ROOM RENOVATIONS

Building Commission:


Janet Fierman, Chair

Select Board:


Bernard W. Greene, Chair



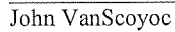
George Cole



Michael Sandman



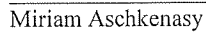
Karen Breslawski



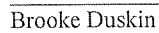
John VanScoyoc



Nathan E. Peck



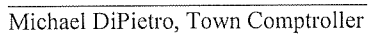
Miriam Aschkenasy



Brooke Duskin

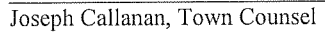
Certification:

I hereby certify, in accordance with Mass. Gen. Laws ch. 44 paragraph 31C that an appropriation in the amount of \$37,000.00 has been made and is available for compensation to the Contractor for the work described in this Agreement and all approved requisitions, invoices and change orders.



Michael DiPietro, Town Comptroller

Approved As to Form:



Joseph Callanan, Town Counsel

AMENDMENTS TO ARTICLES OF CONTRACT

The following revisions modify, change, delete from, or add to the standard "Form of Agreement Between Owner and Architect," AIA Document B141, 1987 edition, between the Town of Brookline and MKA Architecture. Where any Article or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these Supplementary Conditions, the unaffected and unaltered provisions of that Article, Paragraph, Subparagraph or Clause thereof, the provisions of the Supplementary Conditions shall govern the provisions of the Agreement. In the case of conflicting provisions, the terms, conditions and provisions set forth in the "Amendments to Articles of Contract". Exhibits A,B,C,D,E and F shall control.

ARTICLE 1:

1.1.3 All construction documents shall be completed in accordance with the attached schedule.

ARTICLE 2:

- 2.1.1 which are reasonably necessary for the Architect to provide complete design services for the project. The Architect shall provide cost estimates prepared by a professional cost estimator at the end of Schematic Design, at the end of Design Development and at the 60% completion of Construction Documents. This is a two phase Agreement and Phase I is through Construction Documents and Bidding. Phase II is for Construction Administration. The Owner can, at its sole discretion, elect not to proceed with Phase II of the project.
- 2.4.1 The Construction Documents shall include drawings and specifications that establish or detail the quality levels of materials and systems required for the project. The Construction Documents shall comply with all applicable statutes, ordinances, orders, rules and regulations.
 - 2.4.1.1 The Architects shall be responsible for the coordination of all drawings and design documents relating to the Architect's design and used on the project, regardless of whether such drawings and documents are prepared or performed by the Architect or the Architect's sub-consultants. The Architect shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.
- 2.5.1 Including distribution of document to prospective bidders and providing notices to the Central Register.
- 2.6.2 Delete the language after "A201, General Conditions of the Contract for Construction" and insert thereafter "1987 Edition with such revisions as are incorporated in the Project Specifications issued by the Architect with the approval of the Owner."

- 2.6.3 Except as otherwise provided in subparagraph 2.6.2 above ...
- 2.6.5 The Architect shall visit at least once a week to become familiar in detail with the Progress and quality of the work, to guard against defect and deficiencies in the work, and to determine in detail to the best of his knowledge and ability if the work is being performed in accordance with all requirements of the Contract Documents and all applicable statutes, regulations, codes, ordinances, rules and orders. Upon identification of work being performed in a manner that is not in accordance with contractual, statutory or regulatory requirements, or which is in any other way defective, the Architect shall notify the Owner in writing of such non-complying or defective work.
- 2.6.12 "The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples", for the purpose of assuring compliance with applicable statutes, regulations, codes, ordinances, rules and orders, and assuring to the best of his knowledge and ability that the work affected by and represented by such submitted is in compliance with the contract documents. (At the end of sentences 3 and 5 add the phase " , except to the extent otherwise herein period.")
- 2.6.14which dates shall in each case be approved by the Owner in writing prior to communication to the Contractor, shall receive from the contractor and forward to the Owner, for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating to the best of his knowledge and ability that the work complies with requirements of the Contract Documents.

ARTICLE 3:

- 3.2 Delete subparagraph 3.2.1 and 3.2.2. Insert in their place:
- 3.2.1 If more extensive representation at the site than is described in subparagraph 2.6.5 is required, the Owner may provide one or more Project Representatives to assist in carrying out additional on site responsibilities, after consultation with the architect, or may request that the Architect provide such project representative(s), which event the Architect shall be compensated therefore as provided in this Agreement.
- 3.3 Add the phase " , except as such services are, by inference, includable within the Basic scope of work" at the end of subparagraphs 3.3.2, 3.3.3, 3.3.4, 3.3.7 and 3.3.9.
- 3.3.7 it being understood that evaluation of routine change orders and claims is included the Architect's Contract Administration services.

- 2.6.3 Except as otherwise provided in subparagraph 2.6.2 above ...
- 2.6.5 The Architect shall visit at least weekly to become familiar in detail with the Progress and quality of the work, to guard against defect and deficiencies in the work, and to determine in detail to the best of his knowledge and ability if the work is being performed in accordance with all requirements of the Contract Documents and all applicable statutes, regulations, codes, ordinances, rules and orders. Upon identification of work being performed in a manner that is not in accordance with contractual, statutory or regulatory requirements, or which is in any other way defective, the Architect shall notify the Owner in writing of such non-complying or defective work.
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- 3.3.7 it being understood that evaluation of routine change orders and claims is included the Architect's Contract Administration services.

ARTICLE 10:

10.5.1 and other than those sums withheld on account of other costs for which the Architect is responsible under the terms of this Agreement.

ARTICLE 12

- 12.1 In the event that the Project is delayed through no fault of the Architect for any reason, the remedies for the Architect for such delay shall be an extension of the Contract Time and fees for additional time required beyond normal basic services expected should the contract have concluded within the terms of the contract, and no party shall have any other rights or remedies against the Owner and shall make no claim therefore.
- 12.2 The Architect shall, during the Construction Phase, maintain a log that tracks all actions required by the Architect for reviewing Requests for Information, Shop Drawings, Product Data, Samples, Substitutions, Change Orders and Claims. The log shall note the date a request or action item is received, the date an answer or action item is due and the date an answer was given or action taken.
- 12.3 Any decision by the Architect, other than those made under Section 2.6 that will result in an additional cost or charge to the Owner shall be subject to written approval, in advance, by the Owner. The Architect shall maintain a current schedule that sets forth the steps, major tasks or events that must be completed by the Architect. The schedule, and any revised schedule shall be provided by the Architect to the Owner. The Architect shall review the schedule every two weeks and shall provide the Owner with prompt notice, together with any changes or adjustments, that such a review has been completed.
- 12.4 The Architect and the Owner acknowledge that personnel assignments to the Project, by the Architect, are important and that changes or adjustments in such assignments shall only be made with notice to the Owner or expedite the Project. Time is of the essence in this Project and, therefore, the Architect agrees that should the performance of any of its personnel assigned to the Project cause delay unacceptable to the Owner, the Architect shall immediately review and respond in writing to a notice of such condition by the Owner.
- 12.5 All drawings and specification shall become and remain the property of the Owner. When the Owner has paid the Architect in full for the phase of the Services during which the drawings and specifications are produced, to the extent that completion of that phase of the Services has then been accomplished. The design itself, and all associated elements will remain the property of the Architect. The Architect grants the Owner a permanent, irrevocable, non-exclusive, paid-up license (under any and all copyrights or copyright application owned, controlled or under which the Architect has the right to grant such license) to use and distribute the Architect's design for its own use.
- 12.6 The Architect may use any of the drawings and specifications of any description Produced under this Contract in any architectural, design, and/or engineering Competition or award(s) of any nature whatsoever, or for any other purpose upon notice to Owner, but must credit the Owner requests.

- 12.7 Any conflicts between Article 12 as set forth herein, and the other provisions in this Contract shall be resolved by reference to this Article 12.
- 12.8 It is the intent of the architect under Paragraph 2.2.5 to retain the services of an Independent cost consultant to provide these services. The estimate shall be done by costing each item by its normal unit of measurement, including the related labor for the installation of that unit with a summary of general conditions, overhead and profit as a percentage of the project, on the project as whole, not on a line by line basis.
- 12.9 Boycott Against Israel – The document “Notice to Bidders and Contractors – Town Policy of Arab League Boycott Against the State of Israel”, is attached as Exhibit A and Made a part of this agreement.
- 12.10 Anti-Discrimination Requirements – the document “Anti-Discrimination on Requirements: Fair Employment Practices Relative to Town Contracts (Article XXIX of the Town By-Laws) is attached as Exhibit B and made a part of this Agreement.
- 12.11
 - 12.11.1 The Architect hereby certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution offer of employment and an inducement for; or in connection with the award of the Contract for design services. (Statutory reference: M.G.L. Chapter 7, Section 38H(e)(I).)
 - 12.11.2 The Architect hereby certified that no consultant to or subcontractor for the Architect has given, offered, or agreed to give any gift, contribution of offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Architect. (Statutory reference: M.G.L. Chapter 7, Section 38H(e) (ii).)
 - 12.11.3 The Architect hereby certifies that no person, corporation or other entity, other than a Bona fide full-time employee of the Architect, has been retained or hired by the Architect to solicit for him or in any way assist the Architect in obtaining the Contract for design services upon an agreement or understanding that such a person, corporation or other entity be paid a fee or other consideration upon the award of the Contract to the Architect. (Statutory reference: M.G.L. Chapter 7, Section 38H(e) (iii).)
 - 12.11.4 The Architect hereby certifies that it has internal accounting controls as required by M.G.L. Chapter 30, Section 39R© and that the Architect has filed and will continue to file an audited financial statement as required by Subparagraph (d) or said Section 39R. (Statutory reference M.G.L. Chapter 7, Section 38H(e)(iv).)
- 12.12 The undersigned certifies under the pains and penalties of perjury that the certifications given in paragraphs 12.11.1, 12.11.2, 12.11.3, are honest, accurate and correct.

- 12.13 The Architect shall comply with all applicable laws including (without limitation) all Federal, state and local codes concerning building projects, and shall exercise due professional care to produce a project design which complies with all applicable laws. In general, the Architect shall perform services in a non-negligent manner, in accordance with generally accepted standards of professional practice.
- 12.14 Expenses/Reimbursable Expenses:
- a. The Architect shall pay for all reproductions, postage and handling of Drawings as needed prior to the issuance of bid documents as a Basic Service. This shall include six (6) sets of documents at the end of any Phase of Work, the additional sets will be billed to the Owner as a Reimbursable Expense.
 - b. Expense of reproduction, postage and handling of Drawings and Specifications Issued for Bidding, and all reproductions thereafter, except those chargeable to the contractor or subcontractors performing the Work, shall be billed to the Owner as a Reimbursable Expense, if the Owner requires the Architect to conduct such work.
 - c. The Architect shall solicit and receive at least three competitive bids for the printing of actual Contract Documents, if the Owner requires the Architect conduct such work.
 - d. The bills for Reimbursable Printing Expenses shall be submitted to the Owner so as to avoid any mark-up or sales tax.
- 12.15 If the Scope of Work shall substantially increase, and that said Scope of Work is approved in writing by the Town of Brookline's Designated Representative and/or Building Commission; the Town of Brookline agrees to make an equitable adjustment in the Contract/Agreement Professional Fee to the Architect for the Construction documents and Construction Administration Phases of the Work.
- 12.16 In the event that the Project is delayed, for any reason, the sole remedy for the Architect for any such delay shall be an extension of the contract and no party shall have any rights or remedies against the Owner and shall make no claim therefore.

EXHIBIT "B" TO CONTRACT

ARTICLE 13

PROVISIONS REQUIRED BY MASSACHUSETTS LAW

- 13.1 The Designer hereby certifies:
- (i) if an individual, the individual is a registered Designer;
 - (ii) if a partnership, a majority of all the partners are persons who are registered Designers;
 - (iii) if a corporation, sole proprietorship, joint stock company or other entity, the majority directors or a majority of the stock ownership and the chief executive offices are persons who are registered Designers, and the person to have the project in his or her charge is a registered Designers;
 - (iv) If a joint venture, each joint venture satisfies the requirements of this section.
(Statutory reference M.G.L. c. 7 Section 38A 1/2)
- 13.2 The Designer hereby certifies that, it has not given, offered or agreed to give any person, corporation other entity any gift, contribution or offer of employment as an inducement for, or in connection with the award of this Agreement. (Statutory reference M.G.L. Section 7 38E)
- 13.3 The Designer hereby certifies that, no consultant to or subcontractor for the Designer has given, offered, or agreed to give any gift, contribution, or offer of employment to the Designer, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Designer. (Statutory Reference M.G.L. c.7)
- 13.4 The Designer hereby certifies that, no person, corporation or other entity, other than a bona fide full time employee of the Designer, has been retained or hired by the Designer to profit for or in any way assist the Designer in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration coming upon the award of this Agreement to the Designer. (Statutory reference M.G.L. c. 7
- 13.5 The Designer hereby certifies that it has internal accounting sources as required by subsection (c) of section thirty-nine R of chapter thirty and that the Designer filed and will continue to file an audited financial statement as required by subsection (c) of said section thirty-nine R. (Statutory reference M.G.L. c. 7
- 13.6 The Designer hereby certifies that in accordance with the provisions of G.L. c. 19A a resume of the Designer has been filed with the Designer Board.
- 13.6 The Designer hereby certifies that of the Designer in a corporation, the Corporation has filed with the Secretary of State all certificates and annual reports required by Chapter 109 (Business Corporation), by Chapter 181, (Foreign Corporation), or by Chapter 180, 26A (Non-Profit Corporation) of the Massachusetts General Laws.
- 13.8 The Designer hereby certifies that, at the time of execution it is in compliance with the provisions of 7 of Chapter 621 of the Acts of 1990 as amended by Chapter 129 of the Acts of 1991, and 102 CMR 12.00 and the Designer is either a "qualified employer" because it has fifty (50) or more full time employees and has established a dependent care assistance program, child care tuition assistance, or on-site child care placements, or is in an "exempt employer".


- 13.9 The Designer hereby certifies that, the Designer is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions under any Massachusetts Law or regulation, including but not limited to M.G.L. c.29, 29F and M.G.L. c. 152, 25C.
- 13.10 The Designer hereby certifies that the Designer is aware of the American with Disabilities Act, and the Designer shall exercise due professional care, in accordance with the standards set forth in 12.1, to ensure that all aspects of the performance of this Agreement shall be in compliance therewith Americans with Disabilities Act 42 UEC 12101 et. seq.; 28 CFR Part 35, as amended.
- 13.11 The Designer shall maintain all books, records and accounts related to the Project in compliance with the following:
1. The Designer shall make, and keep for at least six years after final payment, books records, and accounts which in reasonable detail accuracy and fairly reflect the transactions and dispositions of the Designer.
 2. Until the expiration of six years after final payment, the Owner and the deputy commissioner of capital planning and operations shall have the right to examine any books , documents, papers or records of the Designer or of its consultants that directly pertain to, and involve transactions relating to, the Designer or its consultants.
 3. The Designer shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Owner, including in the Designer's description , the date of the change and reasons therefore, and shall accompany said description with a letter from the Designer's independent certified public accountant approving or otherwise commenting on the changes.
 4. The Designer has filed a statement of management on internal accounting controls as set forth In paragraph (6) below prior to the execution of this Agreement.
 5. The Designer has filed prior to the execution of this Agreement and will continue to file annually an audited financial statement for the most recent completed fiscal year.
 6. The Designer shall file with the Owner a statement of management as to whether the system of internal accounting controls of the Designer and its subsidiaries reasonably assures that:
 - (a) transactions are executed in accordance with management's general and specific authorization;
 - (b) transactions are recorded as necessary:
 1. to permit preparation of financial statements in conformity with generally accepted accounting principles; and
 2. to remain accountability for assets.
 7. The Designer shall also file annually with the Owner a statement prepared and signed by an Independent certified public accountant, stating that such accountant has examined the statement of management on internal accounting controls and expressing an opinion as to:
 - (a) whether the representations of management in response to this paragraph are consistent with the result of management's evaluation of the system of internal accounting controls, and

- (b) whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the Designer's financial statements.
8. The Designer shall annually file with the Owner during the term of this Agreement a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed and include the date of final payment. All statements shall be accompanied by an accountant's report.
 9. Records and statements required to be made, kept and filed in compliance with the provisions of this paragraph will not be public records and shall not be open to public inspection, except as otherwise provided by law. (Statutory reference M.G.L. c. 50, 39R)
 - 13.12 The Designer and its consultants shall not be compensated for any service involved in preparing changes that are required for additional work that should have been anticipated by the Designer in the preparation of bid documents, as reasonably determined by the Owner. (Statutory reference M.G.L. c. 7)
 - 13.13 The Designer hereby certifies under penalties of perjury that the Designer has complied with all laws of the Commonwealth of Massachusetts relating to taxes. (Statutory reference M.G.L. c. 62C, 49A).
 - 13.14 Every Designer who is a nonresident of the Commonwealth of Massachusetts, or a nonresident co-partner of a Designer hereby appoints the Secretary of the Commonwealth of Massachusetts and his successor in offices to be his true and lawful attorney in and for Massachusetts, upon whom all lawful processes in any action or proceeding arising out of this contract may be served. When legal process against any such person is served upon the Secretary of State, a copy of such process shall forthwith be sent by registered mail with a return receipt requested to said Designer or nonresident co-partner hereby stipulates and agrees that any lawful process against it which is served on said attorney shall be of the same legal force and validity as if served on said Designer or on said co-partner. Such authority shall continue in force so long as any liability remains outstanding against said Designer or said co-partner.
 - 13.15 The Owner or its designer, shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Designer which pertain to the performance and requirements of this contract.
 - 13.16 The Designer shall not discriminate against any qualified employees or supplicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Designer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1957; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1); and all relevant administrative orders and executive orders, including Executive Order 227.

CERTIFICATION OF PAYMENT OF STATE TAXES

Legislation enacted by the Commonwealth of Massachusetts effective May 1, 1983, required that the attestation below be signed:

Pursuant to M.G.L. c. 62C, 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.




Designer

NON-COLLUSION AFFIDAVIT

Massachusetts General Laws, Chapter 701 of the Acts of 1983, requires that Each bidder must certify as follows:

The undersigned certifies under penalties of perjury that its bid is in all respects bona fide, fair and made without collusion or fraud with any other person, joint venture, partner ship, corporation or other business or legal entity.



Designer

PUTTERHAM LIBRARY
BROOKLINE, MA

CERTIFICATE OF VOTE

N/A - MKA Architecture, LLC is not a corporation
I, Michael Kim, Clerk of MKA Architecture, LLC, hereby certify that at a meeting of the Board of Directors of said Corporation duly held on 14 April 2023, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That Michael Kim (name of Officer authorized to sign for Corporation) be and he/she is authorized, directed and empowered for, in the name and on behalf of this Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts, bonds and other obligations of the Corporation; the execution of any such contract, bond or obligations by said Michael Kim (name of Officer) to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of the Corporation for all purposes, and that a certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such Directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Town of Brookline."

I further certify that Michael Kim (Name of Officer) is the duly elected
Principal (Title) of said Corporation, LLC

Signed: 

Clerk/Secretary

1 Holden St #3, Brookline MA 02445

Place of Business

14 April 2023

Date of Contact

AFFIX CORPORATE SEAL

COUNTERSIGNATURE

Name

Title of Officer

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the Contract or other instrument for the Corporation, this certificate must be countersigned by another Officer of the Corporation.

END OF SECTION

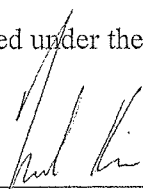
CERTIFICATE OF VOTE - 1

ADDENDUM TO BROOKLINE POLICE LOCKER ROOM RENOVATIONS PROJECT

Article 4.4 of the Town of Brookline General By-Laws

By signing below, MKA Architecture LLC hereby agrees to comply with the provisions of Article 4.4 of the Town's General By-laws, *Fair Employment Practices with Regard to Contracts*, a copy of which is incorporated herein by reference, with respect to the foregoing Contract.

Signed under the pains of penalties of perjury, on this 14 day of April, 2023.

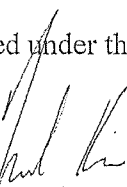


 Michael Kim, MKA Architecture LLC

Article 4.5 of the Town of Brookline General By-Laws

In fulfilling the terms of the foregoing attached contract, pursuant to Section 4.5.2 of the General By-laws of the Town of Brookline, MKA Architecture LLC, hereby certifies under the pains and penalties of perjury that it does not discriminate against any individual because of the race, color, religious creed, national origin, sex, gender identity or gender expression, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age or ancestry of the individual.

Signed under the pains of penalties of perjury, on this 14 day of April, 2023.



 Michael Kim, MKA Architecture LLC



Proposal –Police Department Locker Room, Brookline MA

MKA Architecture, LLC (MKA, the Architect) proposes to undertake services for design an expanded women's locker room for the Brookline Police Dept. (BPD), to be located in the Public Safety Building, 350 Washington St., Brookline, MA. This proposal is based upon a Request for Architectural/Engineering Services as issued by the Brookline Building Department, on 1 February 2023.

The Department seeks to improve and increase the size of the female locker room to accommodate a larger staff of female officers and enlisted personnel. The work will be confined to the existing foot print of the existing locker room plus the training room next to it.

The preliminary schedule for the project, provided a notice to proceed is issued in May '23, will have the project designed and bid May through June/July 2023, with construction immediately following Summer/Fall 2023. The project budget, including all design, construction, advertisement and contingencies is not to exceed \$450,000.00, broken down as follows:

Construction:	\$368K
Contingency:	\$35K
Design:	\$37K
Misc:	\$10K

A. SCOPE OF WORK

1. Existing Conditions Documentation Phase

MKA Architecture will:

- 1.1. Review all existing documentation of the property, including as-built CAD building and engineering plans, to the extent they are available, to be provided by the Town of Brookline.
- 1.2. Review applicable design constraints, code and zoning regulations.
- 1.3. Tour the facility, field-verify key dimensions, and format existing building drawings in AutoCAD format.
- 1.4. Share and coordinate information of all existing conditions information with the Town, contractor and consultants.

2. Schematic Design Phase

MKA Architecture will:

- 2.1. Meet with the proper constituents (Police Department, Building Department and other Town agencies), interested stake holders and regulatory groups to confirm a clear and mutual understanding of this project.
- 2.2. Present a written evaluation of the project, with appropriate schedule and construction budget.
- 2.3. Review with the Town alternate appropriate approach(s) to the design. Based on a mutually agreed upon approach the design team will prepare Schematic Design Documents with a cost estimate and proposed schedules.

3. Design Development Phase

MKA Architecture will:

- 3.1. Upon written approval from the Building Commission and based on approved Schematic Design Documents and any adjustments authorized by the Town in program, schedule or construction budget, the design team shall prepare for approval Design Development Documents to fix and describe the character and costs of the project; revise the cost estimate and continue to meet with all interested Town departments, boards and commissions as necessary.

4. Construction Documents Phase

MKA Architecture will:

- 4.1. Based on the Design Development Documents with any adjustments authorized by the Town all drawings and specifications will be brought to 100% completion for bidding. Final bid documents shall be submitted to the Building Commission and the Building Department for review and comment. There shall be a meeting with them to discuss and make final decisions and incorporate any changes.

5. Bidding Phase

MKA Architecture will:

- 5.1. The project will be advertised by the Town of Brookline in the Central Register, newspaper, COMMBUYS and others as needed and bid documents will be made available for bidding.
- 5.2. A pre-bid and walk through shall be scheduled at an appropriate date to be attended by design team.
- 5.3. Bids for the project shall be received by the design team, who will review the bids and make a recommendation to award to the lowest responsible and eligible bidder.
- 5.4. Upon award of the contract, the design team shall prepare the contract, based on the Town's standard forms.

6. Construction Administration Phase

MKA Architecture will:

- 6.1. Hold a pre-construction conference between the design team, owner and contractor on site to review the contract documents. Minutes of the meeting shall be prepared by the design team and distributed to all attendees.
- 6.2. Review and approve all shop drawings.
- 6.3. Attend weekly project meetings and inspections, prepare and distribute minutes of the meetings and site visit reports. Monthly review of the contractors request for payment shall be done by the design team and submitted to the Town for payment.
- 6.4. Evaluate contractor-proposed change orders for scope and cost and make recommendations for approval of same.
- 6.5. Prepare a punch list upon the certification of Substantial Completion. Each punch list item shall be quantified and shall be held in abeyance until satisfactory completion.
- 6.6. Perform a final inspection when the punch list is completed and accepted by the design team.
- 6.7. Attend Building Commission meetings during construction as needed to report progress of construction.

B. COMPENSATION

1. Design Services

- 1.1. Design fee: Design services will be provided for a set fee of \$37,000
- 1.2. Billing Rates: Additional services, if any, will be compensated based on the following rates:

Principal - Michael Kim:	\$200/hr
Senior Associate – Jackie Pfeifer:	\$145/hr
Project Associates:	\$85-125/hr
Junior staff:	\$55-75/hr

Any additional services, including but not limited to management of regulatory issues and expansion of the program or scope of work, shall be authorized by the Owners in advance.

- 1.3. Retainer: N/A

- 1.4. Reimbursable Costs: N/A

- 1.5. Fees for Professional Services shall be billed monthly for payment based upon a percentage of the overall project progress. Reimbursable costs shall be billed with the invoices.

1.6. Subconsultants:


MEP:	GGD Engineers
Hazmat:	Universal Environmental Consultants
Code:	Building, Fire & Access
Cost Estimating:	Ellana, Inc.

This Proposal is accepted by:

Client Signature

Printed Name

Date



Architect's Signature

Michael Kim, Principal

Printed Name & Title

7 April 2023

Date



7.O.

Policy Number: Town of Brookline

Date Entered: 4/24/2023

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Maloney & Company, LLC 1110 Boston Post Road Guilford, CT 06437	CONTACT NAME: PHONE (A/C, No, Ext): (203)458-4000 FAX (A/C, No): () - E-MAIL: mail@maloneyllc.com ADDRESS: mail@maloneyllc.com
INSURED	MKA Architecture, LLC 1 Holden St # 3 Brookline, MA 02445	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Great American Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0010645	4/20/2023	4/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0010645	4/20/2023	4/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSE0005218	4/20/2023	4/20/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	PSW0005753	4/20/2023	4/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY			DPP4204019	10/11/2022	9/11/2023	LIMIT: \$1,000,000/ \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Brookline Police Dept. Locker Room Renovations

Town of Brookline is added as an Additional Insured as respects General Liability, Auto Liability and Excess Liability only, subject to policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Town of Brookline Town Hall 333 Washington Street Brookline, MA 02445-6648	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

One Day Temporary Alcohol license

Applicant: Michelle Mackenzie
DBA: The Brookline Teen Center
Location: 40 Aspinwall Ave.

Application Details:

A Temporary **Wine and Malt** Beverages Sales License to Michelle Mackenzie d/b/a The Brookline Teen Center for a Bat Mitzvah to be held on May 13, 2023 from 11:00AM – 3:00PM at 40 Aspinwall Ave. 100 people expected to attend.

Report:

Police Department (Approved)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Jennifer Paster, Chief of Police

FROM: Charles Carey, Town Administrator

RE: Temporary - One Day Alcohol License

DATE: April 28, 2023

May we please have a report on the attached request for:

A Temporary **Wine and Malt** Beverages Sales License to Michelle Mackenzie d/b/a The Brookline Teen Center for a Bat Mitzvah to be held on May 13, 2023 from 11:00AM – 3:00PM at 40 Aspinwall Ave. 100 people expected to attend.

This application is scheduled to go before the Board on **May 09, 2023**. May we please have the reports **May 3, 2023**.

Thank you.



BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

JENNIFER PASTER
CHIEF OF POLICE

To: Chief Jennifer Paster

From: Lieutenant Derek Hayes

Re: The Brookline Teen Center – 1 day Wine and Malt license for 05/13/23

Date: May 1st, 2023

Chief

On behalf of the Brookline Teen Center (40 Aspinwall Ave), Michelle Mackenzie has applied for a Temporary Section 14 One Day wine and malt license for a Bat Mitzvah to be held on Saturday, March 13th 2023 from 11am-3pm.

Michelle Mackenzie will be the responsible manager on site for this event and will ensure compliance with all applicable Federal, State and local laws, regulations, ordinances, and any conditions on the permit as well as previously discussed conditions.

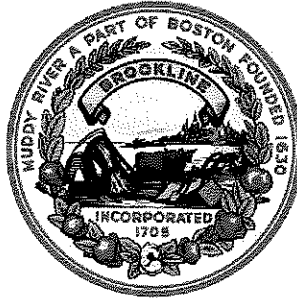
All alcoholic beverages at this event will be served by bartenders provided by Superior Servers. Superior Servers submitted a copy of their bartender's TIPS certification. A copy of their Crowd Manager certification was also submitted.

I see no reason to oppose this license request.

Respectfully Submitted,

Lieutenant Derek Hayes





OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

**APPLICATION FOR A TEMPORARY WINE AND MALT
ALCOHOLIC BEVERAGES SALE LICENSE**

ON TOWN PROPERTY Yes ☒ No ☐

Date: 4.28.23

I hereby make application for a TEMPORARY ALCOHOLIC BEVERAGES LICENSE for the
purpose of selling and dispensing WINE AND MALT alcoholic beverages permitted by law at a

Bat Mitzvah

(state weather meeting, banquet, concert, picnic, wedding, etc.)

which is to be held by Brookline Teen Center
(Name of Organization)

40 Aspinwall Ave

(Address of Organization)

a Superior Servers organization, on the 13 day of May
between the hours of 11 3 at the following described place:

**[NOTE: Under state law, temporary licensees may not sell alcoholic beverages between the
hours of 2:00AM and 8:00AM]**

State law permits issuance of a temporary license to sell alcohol only to the responsible
manager of an organization.

The above organization represents and warrants that the following individual is the organization's responsible manager:

Name: Michelle Mackenzie Address: 

Title: MGR Date of Birth:

Telephone number(s) (24-hour contact information):

Email address (es): michelle.mackenzie27@gmail.com

Complete name and address of officer of the organization applying:

Name: Heller Title: Address: Brookline

Name: Title: Address:

Name: Title: Address:

1) How many cases or barrels, etc. of malt or wine beverages are to be available for sale?

0

2) What is the maximum number of people to attend? 100

3) What is the age group of people to attend? 13 yrs - 60

4) Are you charging an admission fee? ☐ Yes ☒ No

5) Are you charging for alcoholic beverages? ☐ Yes ☒ No

6) Is the event open to the public? ☐ Yes ☒ No

7) Are tickets to the event available for purchase? ☐ Yes ☒ No

8) Will the event feature a bar? ☒ Yes ☐ No

If yes to the above, please attach the Massachusetts Department of Fire Services' Crowd Manager Regulations and Training Program Certificate to application. This on-line training may be found at: <https://www.mass.gov/crowd-manager-regulations-and-training-program>

9) How will alcoholic beverages be dispensed or served and by whom? Please state the name, addresses and telephone numbers of all person(s) serving alcoholic beverages:

Michelle Mackenzie Superior Servers
68 Berdeed Rd W. Dorney MA 02171

10) State whether or not the person(s) dispensing or serving alcohol received TIPs certification or equivalent safe-service-of-alcohol training, and the date(s) of any such certification or training. Managers of Record and Alternate Managers must receive in-person training in order to be employed as a Manager or Alternate Manager. (PLEASE ATTACH DOCUMENTATION PERTAINING TO SUCH CERTIFICATION OR TRAINING): Attach

11) If any attending are under the age of 21, what method will be used to check I.D.s and what procedures will be followed to make certain that those under the age of 21 are not served and are not allowed to consume alcoholic beverages? checking Id

Mass only

12) Will a police detail or other types of security be provided? ☐ Yes ☒ No

If "yes" what type and how many? _____

Note: Police details are arranged for by contacting the Brookline Police Department.

13) If different from the responsible manager identified above, please state the name, address age, and 24-hour contact information of the official employee or representative of the organization who will be physically present at the event and who has been duly authorized by the organization to be responsible for supervising the event to ensure compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and maintenance of order and decorum:

(Name)

(Address)

(Date of Birth)

Telephone number(s) (24-hour contact information): 617 4800 373

Email Address(es): Michelle.mackenzie27@gmail.com

14) Does the organization have a pending application for a license as a common victualler, innholder or club? Is the premises for which a temporary license is sought already the subject of a liquor license? ☐ Yes ☒ No

If the answer is yes to either question, please detail: _____

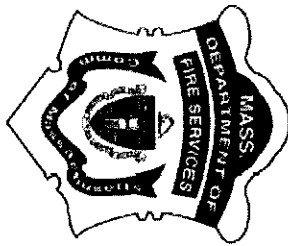
15) Please describe the portion(s) of the premises where the sale, storage and/or furnishing of alcohol will take place, including a specification and description of all indoor and outdoor portions of the premises (e.g., in the case of a function, table areas, bars, dance floors, tented area, etc.): Indoor At The Teen Center in

Brookline

Town Property Use: In the event that the applicant seeks to use a Town Property in connection with the event that is the subject of this application, this application must be accompanied by proof that the application has secured and that there is in effect during the period of time for which the license is sought, a general liability policy naming the Town as an additional insured, or, if the general liability policy exempts alcohol-related incidents or occurrences, a liquor liability policy naming the Town as an additional insured. By signing this application, the organization and its officers, employees, agents and representatives absolve the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's proposed use. By signing this application, the organization agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the use, and agrees to indemnify the Town for any expenses the Town incurs in restoring the property to its condition prior to the use in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

Certification: I certify that I, as the responsible manager of the organization, have been duly authorized to apply for this license on behalf of the organization, and that I will be responsible for the organization's compliance with all applicable federal, state, and local laws, regulations, ordinances and conditions on the license and for the maintenance of order and decorum at the event.


Signature of Responsible Manager



Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

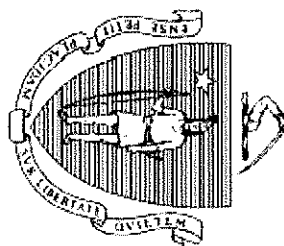
Michelle Mackenzie

Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: April 28, 2023

Expires: April 28, 2026
 Certificate #: 0052517131MM

Peter Ostroskey
 State Fire Marshal





CERTIFIED

eTIPS On Premise 3.1

Issued: 1/7/2022

Expires: 1/7/2025

ID#: 5628141

Michelle C MacKenzie

68 Aberdeen Rd

North Quincy, MA 02171-1323

For service visit us online at www.gettips.com





CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
04/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062		CONTACT NAME: FLIP Program Support PHONE (A/C, No. Ext.): (844)-520-6992 FAX (A/C, No.): E-MAIL ADDRESS: info@flipprogram.com	
INSURED Michelle Mackenzie, DBA Superior Servers 68 Aberdeen Rd Quincy MA 02171		INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyds INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG ANIMAL BAILIEE
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC <input type="checkbox"/>					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS				
	UMBRELLA LIAB	OCCUR <input type="checkbox"/>				EACH OCCURRENCE
	EXCESS LIAB	CLAIMS-MADE <input type="checkbox"/>				AGGREGATE
	DED <input type="checkbox"/>	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>				WC STATUS - TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	LIQUOR LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X <input checked="" type="checkbox"/>		08/26/2022	08/26/2023	\$1,000,000 Occurrence / \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder had been added as additional insured regarding the above mentioned policy per attached Additional Insured - Owner of Premises (FLL 2021)

CERTIFICATE HOLDER Brookline Teen Center 40 Aspinwall Ave Brookline, MA 02446	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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 ACORD 25 (2014/01)
 INS025 (201401)

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ADDITIONAL INSURED - OWNER OF PREMISES

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

ADDITIONAL INSUREDS - OWNER OF PREMISES

SECTION II - Who is an Insured; Item 2., is amended to add the following:

Any individual(s), partnership(s), limited liability company(s), joint venture(s) or other organization(s) that owns the premises at/on which a Named Insured sells, serves or furnishes alcoholic beverages in the course of their business.

Coverage under this endorsement shall apply only to the liability of an **Additional Insured - Owner of Premises** that arises out of the selling, serving or furnishing of alcoholic beverages by a Named Insured in the course of their business. There shall be no coverage under this endorsement for liability arising directly or indirectly from the selling, serving or furnishing of alcoholic beverages by an **Additional Insured - Owner of Premises** or any person or organization acting for or on behalf of an **Additional Insured - Owner of Premises**.

Coverage under this endorsement does not apply to:

(1) "Bodily injury":

- a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business; or
- b. To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of (1) a. above; or
- c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in (1) a. or b., above; or

(2) "Property damage" to property owned, occupied by, or rented or loaned to an owner of such premises.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.



Brookline, MA
Planning Board

Board Roster



Mark Zarrillo
1st Term N/A - Aug 31, 2022

Appointing Authority Select Board



Linda Hamlin
1st Term N/A - Aug 31, 2023

Appointing Authority Select Board



Blair Hines
1st Term N/A - Aug 31, 2024

Appointing Authority Select Board



Shelly Chipimo
1st Term N/A - Aug 31, 2024

Appointing Authority Select Board



Steven A Heikin
1st Term N/A - Aug 31, 2024

Appointing Authority Select Board



Andrea Brue
1st Term N/A - Aug 31, 2026

Appointing Authority Select Board



Vacancy
Appointing Authority Select Board

Application Form

Profile**Susan**

First Name

K

Middle Initial

Howards

Last Name

Email Address

Home Address

Brookline

City

MA

State

02446

Postal Code

What Precinct do you live in? *☒ **Precinct 9**

Primary Phone

Which Boards would you like to apply for?**Planning Board: Submitted**

Interests & Experiences**What type of experience can you offer this Board/Commission?**

I am a J D PhD and have lived in Brookline since I was 4 years old As a resident neighbor I have many outlier ideas on planning for our special town Last summer I had a life ending accident fell and broke my femur since then have a review of Brookline Without friends and strangers in Brookline I would not be filling out this application I know how to balance competing interests and harness

What type of issue would you like to see this Board/Commission address?**Commercial tax base affordable housing accessibility from toddler to senior****Are you involved in any other Town activities?****Chair of CIMS committee Surveillance Committee Norfolk County domestic violence Roundtable****Do you have time constraints that would limit your ability to attend one to two meetings a month?****No**

Demographics

Susan K Howards

Ethnicity

☒ Caucasian/Non-Hispanic

Gender

☒ Female



Brookline, MA

Brookline Commission for Women**Board Roster****Homa Sarabi-Daunais****1st Term** May 01, 2019 - Aug 31, 2022**Appointing Authority** Select Board**Aileen Lee****1st Term** May 01, 2020 - Jun 30, 2023**Appointing Authority** Select Board**Lucy Chie****1st Term** May 01, 2020 - Jun 30, 2023**Appointing Authority** Select Board**Nicole McClelland****1st Term** May 01, 2020 - Jun 30, 2023**Appointing Authority** Select Board**Carol Caro****1st Term** May 01, 2020 - Jun 30, 2023**Appointing Authority** Select Board**Neela Kaushik****1st Term** Mar 22, 2022 - Jun 30, 2024**Appointing Authority** Select Board**Felina SilverRobinson****1st Term** May 01, 2021 - Jun 30, 2024**Appointing Authority** Select Board**Position** Chair



Rebecca Stone

1st Term May 01, 2021 - Jun 30, 2024

Appointing Authority Select Board



Elizabeth Stillman

2nd Term Sep 01, 2022 - Jun 30, 2025

Appointing Authority Select Board

Position Vice Chair



Meenakshi Garodia

2nd Term Sep 01, 2022 - Jun 30, 2025

Appointing Authority Select Board



Hadassah Margolis

2nd Term Sep 01, 2022 - Jun 30, 2025

Appointing Authority Select Board



Gloria Rudisch

1st Term N/A - N/A

Appointing Authority Select Board

Category Commissioners Emeritus

Application Form

Profile

Cynthia

First Name

Arnfeld

Last Name

Email Address

Home Address

City

State

Postal Code

What Precinct do you live in? *☒ Precinct 10

Primary Phone

Which Boards would you like to apply for?

Brookline Commission for Women: Submitted

Interests & Experiences**What type of experience can you offer this Board/Commission?**

As a working mom with global experience (educationally and professionally), I feel I can bring a unique dynamic to understanding and promoting or advocating a myriad of women-specific issues.

What type of issue would you like to see this Board/Commission address?

I would like to see this Commission look at issues impacting women with special needs in the community and how they might be better served or promoted for opportunities.

Are you involved in any other Town activities?

Yes. I am also part of the Public Schools of Brookline Strategic Planning Committee.

Do you have time constraints that would limit your ability to attend one to two meetings a month?

No, I do not have any time constraints.

[Cynthia Arnfeld Resume_Rev_2023.04.11.docx](#)

Upload a Resume

Demographics

Ethnicity

☒ American Indian/Alaskan native Aleutian

Gender

☒ Female

12/01/1974

Date of Birth

Application Form

Profile

Ju a

First Name

Khazan

Last Name

[REDACTED]
Email Address[REDACTED]
Home Address

Brookline

City

MA

State

02446

Postal Code

What Precinct do you live in? *☒ Precinct 3

Mobile: [REDACTED]

Primary Phone

Which Boards would you like to apply for?

Brookline Commission for Women: Submitted

Interests & Experiences**What type of experience can you offer this Board/Commission?**

Negotiation, sales, marketing, coaching/mentoring, communications

What type of issue would you like to see this Board/Commission address?

Equality, women's rights and safety, making sure everyone's voices heard and respected.

Are you involved in any other Town activities?

No

Do you have time constraints that would limit your ability to attend one to two meetings a month?

9-5 work. Hope it won't be during the day, but will work around it.

Demographics

Ethnicity

☒ Caucasian/Non-Hispanic

Gender

☒ Female

DISSENTING OPINION

In the matter between the Brookline Police Department and the Town of Brookline, I concur with the vast amount of the decision as drafted by Arbitrator O'Brien with the exception of an award for POST

The Police Reform Act enacted by the State legislature I believe the tripartite panel agreed; was the result of a knee jerk reaction by the State legislature in response to national poor policing issues that had arisen, without limited input from members of law enforcement.

The Union request for a stipend to be awarded for adhering to a State mandated requirement to be awarded by a neutral Arbitrator I believe is something that should be sent back to the respective municipalities to negotiate, and not be subject to an Arbitrator's decision. Throughout my limited history in Municipal government, my experience has been that any new benefit is the result of negotiation between the Municipality and respective Union.

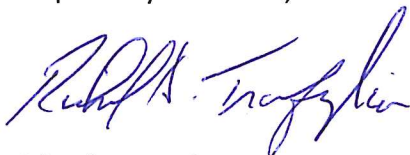
In the matter of Westport which recently settled with an award for POST, the position of the Town was to provide said stipend as a means of maintaining their COLA pattern with other settled contracts. The Town of Brookline opposed any stipend for said certification from the get go, and in my opinion was wrongfully allowed to be certified as an issue by the Chair.

In addition, I have difficulty awarding a stipend for certification as a condition of employment when other Municipal employees such as Teachers and EMT staff are held to certification requirements without the benefit of stipend being added for said certifications.

Furthermore, in the midst of a current national recession to award new stipends adds an additional burden to taxpayers of communities, and doesn't address the core issue of the implementation of the certification requirements as established.

In summation, I do not support the decision as issued regarding any stipend awarded for POST certification by the other two distinguished members of the tripartite panel in the matter of the Brookline Police Union, and the Town of Brookline,

Respectfully submitted,

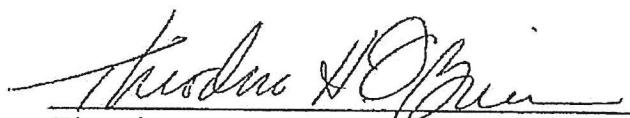


Richard D. Tranfaglia

Management Member

CONCLUSION

The collective bargaining agreement between the Brookline Police Union and the Town of Brookline, effective July 1, 2020 through June 30, 2023, shall be adjusted in accordance with the forgoing section of this decision entitled "Award." These adjustments are supported by the evidence presented by the parties. The panel considered and weighed the evidence presented in accordance with the statutory factors listed in Chapter 589 of the Acts of 1987.

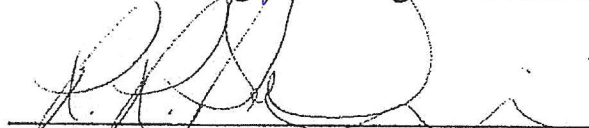

 Theodore H. O'Brien, Chair

Dated: April 25, 2023


 Richard Tranfaglia, Management Member

Dissent Opinion ATTACHED

Dated: 4-27-23


 Richard Pedrini, Labor Member

Dated: 4/25/2023

11.A.

COST OF PROPOSED COLLECTIVE BARGAINING PROPOSAL WITH POLICE

ITEM	FY21	FY22	FY23	FY24	TOTAL
7/1/2020 - 2.5 %	312,653	312,653	312,653		937,960
7/1/2021 - 3%		384,564	384,564		769,127
7/1/2022 - 3%			396,101		396,101
Post certification 2%		264,067	264,067		528,134
Post certification 2%			277,270		277,270
Quinn 1/1/23 ees			180,030		180,030
10 year step				182,013	182,013
					0
TOTAL ROLL-OUT COSTS OF 3-YEAR PERIOD	312,653	961,284	1,814,685	182,013	3,270,636

Each 1% =	125,061	128,188	132,034	135,995	
New Wages - \$ =	312,653	648,631	853,401	182,013	
New Wages - % =	2.5%	5.1%	6.5%	1.3%	15.4%

Memorandum on Proposed Amendments to Warrant Article 15 Fossil Fuel Free Demonstration Project

Date: April 28, 2023

To: Brookline Advisory Committee

From: David Pollak

The petitioners of Warrant Article 15 Fossil Fuel-Free Demonstration Project are proposing an amended version in response to the Advisory Committee discussion on April 11 and, in particular, to code interpretations offered by Building Commissioner Dan Bennett at that meeting. These amendments reduce the burden on Major Renovation projects in three separate and significant ways. They also reflect the intent to have the Fossil Fuel Free bylaw changes follow as closely as possible the intent of previous similar articles passed by Town Meeting.

The amendments were developed through a process that included two additional meetings with Building Commissioner Dan Bennett, one of which also included Associate Town Counsel Jonathan Simpson. The Moderator has reviewed and approved the amended version of WA 15.

The Advisory Committee took up Warrant Article 15 on April 11 and voted a recommendation of Favorable Action 8 in favor, 4 opposed, with 9 abstentions. That vote reflected the discussion and, in particular, an issue relating to building renovations that was presented by Building Commissioner Dan Bennett.

Commissioner Bennett explained that the energy code (including the Base Code as well as the Stretch and Specialized Codes) has one set of regulations for “low rise” residential buildings (single- and two-family buildings, attached “row homes”, and also all multi-family building of three or fewer stories) and another for residential buildings four stories or taller. In the newest versions of the Stretch Code, “low-rise” is regulated by 225 CMR 22.00 and taller residential buildings are regulated under the “commercial” code 225 CMR 23.00. For residential renovation projects this has the particular effect of requiring compliance with the Stretch code for any “dwelling unit” undergoing a Major Renovation” if the building is three stories or less. For four stories or taller compliance is only required if the entire building is undergoing a Major Renovation.

The imposition of this requirement on individual dwelling units in multi-family buildings is likely to create issues of infeasibility and hardship for owners seeking to renovate individual dwellings in larger multi-family buildings, particularly in condominium buildings where the unit owner does not control the “building envelope” (the walls, roof, windows, etc.) or the HVAC system that would probably need to be upgraded to comply with Stretch Code. This “individual dwelling unit” application in low-rise multi-family buildings that is being applied under the stretch code would likewise be applied for the electrification requirements of WA 15, and that was not the understanding or intent of the petitioners of WA 15 or of the previous Fossil Fuel-free articles that were overwhelmingly approved by Town Meeting.

Warrant Article 15 as originally submitted was drafted to hew as closely as possible to the model regulation drafted by DOER, because that was simple, straightforward, and least likely to cause any issues with the state. However, that model language would apply the fossil fuel-free requirements to renovations wherever the Stretch Code requirements are applied as dictated by 225 CMR 22.00 and 23.00.

Resolution of the “dwelling unit” issue: The amended version of WA 15 removes the dwelling unit issue by providing a definition of Major Renovation within the bylaw and deleting the reference to the definition in the Stretch Code. This is a significant simplification, because the trigger would be the same for all buildings, based on the single definition of Major Renovation. Under this definition the “Work Area” of a project would need to exceed 50% of the “Building Area” for the new requirements to apply. A definition of Work Area is also added.

To be clear, the separate issue that Commissioner Bennett identified having to do with the Stretch Code applying to individual dwelling units cannot be addressed with WA 15. However, this issue has been flagged with DOER as well as with other Demonstration Project communities.

Reduction of the electrification requirement for Major Renovations: The amended version of WA 15 reduces the compliance requirement for all Major Renovation projects to a prohibition of the installation of any new combustion equipment. As originally submitted, the article included the following language: ““Zero Energy Pathway” and “Mixed Fuel Pathway” shall not be permitted for use for new construction or major renovations.” This meant that a Major Renovation would need to be all electric. The amended language reads ““Zero Energy Pathway” and “Mixed Fuel Pathway” shall not be permitted for use for new construction, ***and Major Renovations shall not install any new Combustion Equipment.***” As revised, a Major Renovation project would not be allowed to replace a gas stove, gas/oil boiler or gas-fired hot water heater, but it could leave existing combustion equipment in service.

Addition of a waiver process: Thirdly, a waiver process has been added to the article, a provision that was also included in all previous FFF warrant articles. Several examples of these were reviewed by Building Commissioner Bennett (who will be the waiver authority), and the process included in Lexington’s recently passed fossil fuel free bylaw was the one he favored and the one that has been added to WA 15.

ARTICLE X

x ARTICLE

Submitted by: Department of Planning and Community Development

To see if the Town will:

1) Vote to amend Article 5.9 to document votes previously taken by Town Meeting regarding adoption of the Specialized Energy Code and Stretch Code as well as to clarify and incorporate state regulation references, as follows:

- a) Change the title of Article 5.9 from “Stretch Energy Code” to “Energy Codes”
- b) Amend 5.9 as follows, **with additions underlined and deletions in strikeout**:

“Section 5.9.1 Stretch Energy Code and Municipal Opt-in Specialized Energy Code

- a) Purpose: The purpose of this by-law and related state regulations 780 CMR 120.00 and 225 CMR 22 and 23 is to provide a more energy efficient alternative to the base energy code applicable to the relevant sections of the building code for both new construction and existing buildings.
- b) Authority: Through Town Meeting action, the Town of Brookline has adopted the Stretch Energy Code and Specialized Energy Code, and both are incorporated by reference into the Town of Brookline General By-Laws Article 5.9. These codes are enforceable by the Building Commissioner or their designated Building Inspector(s).
- c) Definitions:

Combustion equipment. Any equipment or appliance used for space heating, service water heating, cooking, clothes drying and/or lighting that can use fuel gas, fuel oil or solid fuel and that is not a clean biomass heating system.

Fossil Fuel-free. An entire building that does not, in support of its operation after construction, utilize coal, oil, natural gas, other fuel hydrocarbons, including synthetic equivalents, or other fossil fuels.

Major Renovation. An alteration requiring a building permit, to a building in existence on the date of an application, and that includes the reconfiguration of space in which the Work Area is more than 50% of the aggregate area of the building, prior to the project.

Work Area. The aggregate area of those portions of a building affected by alterations for the reconfiguration of space as indicated in the drawings associated with a building permit application. Excluded from the calculation of Work Area are those portions of a building where only repairs, refinishing or incidental work occur or where work not initially intended by the applicant is specifically required by an inspector from the Building Department pursuant to the applicable building code.

Specialized Energy Code – Codified by the entirety of 225 CMR 22 and 23 including Appendices RC and CC, the Specialized Energy Code adds residential and commercial appendices to the Massachusetts Stretch Energy Code, based on amendments to the respective net-zero appendices of the International Energy Conservation Code (IECC) to incorporate the energy efficiency of the Stretch

energy code and further reduce the climate impacts of buildings built to this code, with the goal of achieving net-zero greenhouse gas emissions from the buildings sector no later than 2050.

Stretch Energy Code - Codified by the combination of 225 CMR 22 and 23~~1~~, not including Appendices RC and CC, the Stretch Energy Code is a comprehensive set of amendments to the International Energy Conservation Code (IECC) seeking to achieve **all** lifecycle cost-effective energy efficiency in accordance with the Green Communities Act of 2008, as well as to reduce the climate impacts of buildings built to this code.

Section 5.9.2 Definitions

- a) ~~International Energy Conservation Code (IECC) 2009 – The International Energy Conservation Code (IECC) is a building code created by the International Code Council. It is a model code adopted by many state and municipal governments in the United States for the establishment of minimum design and construction requirements for energy efficiency. Commencing July 1, 2010, the baseline energy conservation requirements of the MA State Building Code will default to IECC 2009 and MA amendments.~~
- b) ~~Stretch Energy Code – Codified by the Board of Building Regulations and Standards as 780 CMR Appendix 120 AA, the Stretch Energy Code is the International Energy Conservation Code (IECC) 2009 as may be amended from time to time.~~

Section 5.9.3 Applicability

~~This code applies to residential and commercial buildings. Buildings not included in this scope shall comply with 780 CMR 13, 34, 61, or 93, as applicable.~~

Section 5.9.4 Authority

~~The Town of Brookline hereby adopts 780 CMR 120 AA in order to ensure that construction within its boundaries is designed and built above the energy efficiency requirements of 780 CMR Appendix 120 AA and mandates adherence to said Appendix as may be amended from time to time.~~

Section 5.9.5 Stretch Code

~~The Stretch Code, as codified by the Board of Building Regulations and Standards as 780 CMR Appendix 120 AA, including any amendments or modifications, is herein incorporated by reference into the Town of Brookline General Bylaws, Article 5.9. The Stretch Code is enforceable by the Building Commissioner or their designated Building Inspector(s)."~~

- 2) Vote to amend Article 5.9 of the Town of Brookline General By-Laws by **adding** the following language for the purpose of restricting and prohibiting new building construction and **M**major **R**enovation projects that are not Fossil-Fuel Free, pursuant to the entirety of 225 CMR 24 Fossil Free Building Construction and Renovation Demonstration Project, which latest version is on file with the Town Clerk. This amendment shall only take effect if approved by the Massachusetts Department of Energy Resources (MA DOER) as a Participating Community pursuant to 225 CMR 24.

“Section 5.9.2 Fossil Fuel-Free Demonstration

- a) Purpose: The purpose of this by-law and related state regulations 225 CMR 24, also referred to as the Fossil Fuel-Free Demonstration, is to restrict and prohibit new building construction and **m**Major **R**enovation projects that are not fossil fuel-free.

11.A.

- b) Authority: Through Town Meeting action, the Town of Brookline has adopted the Fossil Fuel Free-Demonstration. Upon approval by the Department of Energy Resources (DOER), amendments to the Specialized Energy Code are adopted as listed in Section 5.9.2 (f) below. These changes are enforceable by the Building Commissioner or their designated Building Inspector(s) and will go into effect for any project seeking a permit after the effective date.
- c) Applicability: This restriction applies to residential and commercial buildings that qualify as new construction and/or Major Renovations, as defined in 225 CMR 22 and 23. This restriction shall not apply to research laboratories for scientific or medical research, hospitals and medical offices regulated by the department of public health as a health care facility as defined in 225 CMR 24.
- d) Definition of Fossil Fuel-Free Demonstration: Codified by the entirety of 225 CMR 24, the Fossil Fuel-Free Demonstration.
- e) The effective date of this Section 5.9.2 is the latest of the following: (1) sixty days following approval by DOER of the necessary changes to the Specialized Energy Code and the Town's status as a Participating Community; (2) the effective date established by M.G.L. c. 40, s. 32; and (3) January 1, 2024.
- f) Amendments to the Specialized Energy Code as part of the Fossil Fuel-Free Demonstration are as follows:
 - 1) Low-rise Residential Code (225 CMR 22 Appendix RC):

Sections RC102 and RC101 "Zero Energy Pathway" and "Mixed Fuel Pathway" shall not be permitted for use for new construction, and/or Major Renovations shall not install any new Combustion Equipment.
 - 2) Commercial and All Other (225 CMR 23 Appendix CC)

Sections CC103 and CC105 "Zero Energy Pathway" and "Mixed-Fuel Pathway" shall not be permitted for new construction, and/or Major Renovations shall not install any new Combustion Equipment, with the following exceptions:

 - (i) Research laboratories for scientific or medical research,
 - (ii) Hospitals regulated by the department of public health as a health care facility,
 - (iii) Medical offices regulated by the department of public health as a health care facility, and
 - (iv) Multi-family buildings over 12,000 square feet with permit application filed prior to January 1, 2027 may utilize gas or propane for domestic water heating as the only combustion equipment."

g) Waivers

- 1) The Building Commissioner may grant a waiver from the requirements of this Chapter in the event that compliance with the provisions of this Chapter makes a project financially infeasible or impractical to implement. Compliance with this Chapter may be considered infeasible if, without limitation:
 - (i) as a result of factors beyond the control of the proponent, the additional cost of the project over the long term, including any available subsidies, would make the project commercially unviable; or
 - (ii) technological or other factors would make the project unsuitable for its intended purpose.

11.A.

- 2) Waivers from compliance with this Chapter may be subject to reasonable conditions. Where possible, waivers shall be issued for specific portions of a project that are financially infeasible or impractical to implement under the requirements of this Chapter, rather than entire projects.
- 3) Waiver requests shall be supported by a detailed cost comparison, including available rebates and credits. A waiver request may be made at any time and may be based upon submission of conceptual plans.
- 4) In considering a request for a waiver, the Building Commissioner may consider as a factor the requesting party's status as a non-profit or government-sponsored affordable housing entity.
- 5) The Building Commissioner's decision with respect to the granting of a waiver, the scope thereof, and any conditions imposed by a waiver, shall be appealable to the Select Board, or its designee, within thirty (30) days in accordance with policies established by the Select Board.
- 6) The Select Board shall, prior to the Effective Date issue, and may thereafter amend, guidance regarding the process for requesting and granting waivers, and describing reasonable conditions that may be placed on a waiver.

Or act on anything relative thereto.

XXX



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

NOISE BY-LAW WAIVER

Company Name: K B Andra construction Inc

Contact Information: Kevin Andra Jr.

Location: 44 Winslow Road

Date(s): May 15, 2023

Time: 11:00pm - 7:00 Am

Requesting extension of time? ☐ Yes ☒ No

If yes, until what time?: _____

Will you be working overnight?: ☒ Yes ☐ No

If yes why?: Installing new water service and fire protection
water line to 44 Winslow Rd. This work requires a shutdown
of the watermain Due to Local businesses the water
department has requested that this work is held overnight
due to the impact to local restaurants/businesses.

Attach detailed description of work being done.

Kevin Andra Jr.
Signature

4/24/23
Date



**Department of Planning and
Community Development**

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442
kbrewton@brooklinema.gov

**Kara Brewton
Director**

Town of Brookline

Massachusetts

TO: Brookline Select Board

FROM: CDBG Advisory Committee
Community Planning Staff

DATE: May 3, 2023

SUBJECT: **CDBG Advisory Committee Recommendations
FY 2024 (FFY 23) CDBG Annual Action Plan**

SUMMARY

In keeping with the U.S. Department of Housing and Urban Development's (HUD) Consolidated Planning requirements, the Town must submit its FY 2024 Community Development Block Grant (CDBG) Annual Action Plan (AAP) to HUD on or before May 15, 2023. Prior to submitting the AAP to HUD, planning staff presented the CDBG Advisory Committee's funding recommendations to the Select Board on April 11. For the final step in this process, the Board will hold a public hearing on May 9, to be followed by the Board's vote to authorize the submission of the Town's AAP to HUD.

In February HUD notified the Town that its FY 24 CDBG Entitlement will be \$1,305,960.00, a slight increase in funding from FY 2023. The funds may be used to support a wide range projects and programs to address community needs, such as the provision of decent housing, a suitable living environment, and the expansion of economic opportunities -- so long as the funding principally benefits low- and moderate-income persons.

The Town's AAP serves as an application to HUD for CDBG funding for a given program year and it is a prerequisite to receiving funds. Accordingly, the FY 24 (FFY 23) AAP identifies the projects and programs to be funded in the upcoming fiscal year that meet the broad goals of the Town's FYs 21 – 25 Consolidated Plan. The draft AAP can be seen at the Planning Department's web page:

<https://www.brooklinema.gov/DocumentCenter/View/40553/FY-24-AAP-Draft-for-Web-33123>

COMMITTEE PROCESS

The CDBG Advisory Committee held a remote public meeting via Zoom on March 13, 2023. On that evening, the Committee discussed all funding applications received through a competitive Request for Proposals (RFP) process. Prospective recipients were allocated time on the Committee's agenda to give an overview of their program or project. Committee members had the opportunity to ask questions of each applicant to inform the budget recommendations that are included in the Town's FY 24 Draft AAP.

13.A.

Following presentations, the Committee used the latter part of the March 13th meeting to deliberate on funding recommendations. The recommendations are summarized in this memorandum. Like the previous fiscal years, requests from potential grantees were significantly greater than available funding. This year, applicants requested over \$2.3 million in funds for their activities. After subtracting staffing and administration costs, \$780,622 in funding was available for projects and programs.

BUDGET RECOMMENDATION

The Committee considered how projects and programs met overall community needs and how CDBG funding would be used to benefit low- and moderate-income persons. To guide the Committee's recommendations, staff used the figure of \$780,622 as the available program budget – including \$584,728 in funding for category B (Housing) and \$195,894 for category C (Public Services). At the conclusion of budget deliberations, the Committee recommended the following allocations for items B and C (see attached budget):

A. Staffing Costs

The staffing cost items included in the overall amount are:

A1. CD Grant Administration, Comprehensive Planning, Housing Division - \$ 525,338.00

B. Housing

The Committee sought to balance the needs of affordable housing development and preservation with the significant capital needs of the Brookline Housing Authority and the Brookline Community Development Corporation. The Committee recommended the following allocations:

B1. Affordable Housing Program - \$ 68,728.00:

The Committee wished to support eligible costs for a number of affordable housing projects that could be advanced in the upcoming fiscal year.

B2. Brookline Housing Authority - Resident Health and Safety Projects - \$446,000.00:

The Committee acknowledged the BHA's significant need for funding to undertake capital improvements that would help to provide safe, decent and affordable housing to its residents. In support of the BHA's request and in recognition of the leveraging power CDBG funds will provide, the Committee recommended a significant allocation to the BHA's top priority project at the High Street Veterans development.

B3. Brookline Community Development Corporation (formerly BIC) - \$ 70,000.00:

The Committee wished to fund capital projects at BCDC's 154-156 Boylston Street property that will address essential repairs to the exterior, building and envelope (especially its siding, insulation, windows, doors, exterior wood elements) and for broadband. These projects are all identified in BCDC's Capital Needs Assessment.

B5. Specialized Housing, Inc. – After consideration of the applicant's stated needs and use of funds, the Committee recommended no funding for this project.

C. Public Services:

HUD's CDBG program requirements limit the total amount of funds obligated to public services activities to 15 % of the annual grant. Therefore, no more than \$195,894.00 – or 15% of the grant – can be allocated to public services in FY 24. The Committee's Public Service recommendations are:

C2.	Brookline Housing Authority – Resident Services:	\$55,000.00
C3.	COA - TRIPPS program (formerly BETS):	\$40,000.00
C4.	Steps to Success - Work Connections for Youth:	\$50,894.00
C5.	Brookline Food Pantry:	\$50,000.00

PUBLIC HEARING AND VOTES

The Select Board is scheduled to hold a Public Hearing on May 9. The purpose of the May 9 meeting is to accept public comment on the use of FY 24 (FFY 23) CDBG funding, as recommended by the CDBG Advisory Committee, and to hear comments on the draft AAP document that is available for review for 30 days prior to the public hearing. Any and all comments received will be acknowledged and addressed as part of the final submission of the AAP to HUD.

Following public comment at the May 9 meeting, staff requests that the Board take the following votes:

1. Approve the submission of the FY 2024 CDBG Annual Action Plan to the U.S. Department of Housing and Urban Development
2. Authorize the Chair or his designee to execute the Application for Federal Assistance (SF-424) and other certifications required for submission of the Annual Action Plan
3. Authorize the Director of Planning and Community Development to execute the Environmental Review Record and other program-related documents required for CDBG-funded projects on behalf of the Town

FY 2024 CDBG Advisory Committee

Bernard Greene, Chair
Harry Bohrs
Suzanne Federspiel
Rita McNally
Alex Krieger

FY 2024 - CDBG Advisory Committee - Remote Meeting

See the March 13, 2023 CDBG Advisory Committee Zoom Meeting at the below link:

<https://www.brooklinema.gov/2364/CDBG-Community-Grants>

FY 24 CDBG ADVISORY COMMITTEE RECOMMENDATION

		Funding			CDBG Staffing + Advisory Recommendations
		FY2022 Allocation	FY2023 Allocation	FY2024 Request	
		\$1,305,960			
A. Staffing					
CD Admin, Housing Division and Comprehensive Planning*	\$	556,093.00	\$ 533,260.00	\$ 525,338.00	\$ 525,338.00
B. Housing					
1 Affordable Housing Program	\$	116,920.00	\$ 25,000.00	\$ 250,000.00	\$ 68,728.00
2 BHA - Capital Projects	\$	312,063.00	\$ 298,203.00	\$ 1,406,522.00	\$ 446,000.00
3 BCDC (154-156 Capital Needs, Fire Safety	\$	10,000.00	\$ 27,650.00	\$ 100,000.00	\$ 70,000.00
4 Caritas Communities - 1876 Beacon Street, Brookline	-		\$ 30,000.00	\$ -	
5 Specialized Housing -769 Washington Street, Brookline, MA	-		\$ -	\$ 300,000.00	\$ -
6 Specialized Housing - 67 Winchester Street, Brookline, MA			\$ 30,000.00	\$ -	
			\$ -	\$ -	
	\$	438,983.00	\$ 410,853.00	\$ 2,056,522.00	\$ 584,728.00
C. Community Facilities					
1 DPW - APS Accessible Pedestrian Signals	\$	150,000.00	\$ 110,000.00	\$ -	
Subtotal:	\$	150,000.00	\$ 110,000.00	\$ -	\$ -
D. Economic Development					
1 Planning Department - Business Assistance	\$	-	\$ 20,000.00	\$ -	
Subtotal:				\$ -	\$ -
E. Public Services - (15% Cap)					
1 BCCMH Programs	\$	60,000.00	\$ 32,100.00	\$ -	\$ -
2 BHA Programs Resident Services - Resiliency	\$	37,109.00	\$ 41,800.00	\$ 60,000.00	\$ 55,000.00
3 COA - TRIPPS (Formerly BETS)	\$	31,492.00	\$ 32,767.00	\$ 45,000.00	\$ 40,000.00
4 Work Connections for Youth-Steps to Success	\$	63,220.00	\$ 46,000.00	\$ 69,220.00	\$ 50,894.00
5 Brookline Food Pantry	\$	13,780.00	\$ 36,000.00	\$ 100,000.00	\$ 50,000.00
			\$ 205,601.00	\$ 274,220.00	\$ 195,894.00
Total Available for Public Services					
Total Request				\$ 2,856,080.00	\$ -
					\$ 195,894.00
Total FY 2024 Requests wo/staffing				\$ 2,330,742.00	
Total CD Advisory Committee Allocation Recommendations:					\$ 1,305,960.00
Anticipated FY 2024 CDBG Entitlement Amount		\$ 1,305,960.00			
* Admin, Housing and Planning (Integrated into Town Budget)		\$ 525,338.00			
TOTAL TO BE PROGRAMMED		\$ 780,622.00			
Available for Public Services 15%		\$ 195,894			
Available for Hsg/Community Facilities/ED		\$ 584,728			
TOTAL		\$ 780,622			

Application Form

Profile

Kevin

First Name

T

Middle Initial

Mackenzie

Last Name

Email Address

Home Address

City

Suite or Apt

State

Postal Code

What Precinct do you live in? *☒ Precinct 13

Primary Phone

Which Boards would you like to apply for?

Commission on Diversity, Inclusion & Community Relations: Submitted

Interests & Experiences**What type of experience can you offer this Board/Commission?**

I am a Brookline resident and educator. I am a union member and have served in various roles there, namely I have been able to assist colleagues in navigating difficult situations in the workplace. As an educator, I work to build an inclusive community and help students navigate challenges - the intended and unintended - daily.

What type of issue would you like to see this Board/Commission address?

I would like to continue seeing the commission work towards a welcoming Brookline. As part of the commission, I would work to support the commission in advancing human rights and civil rights. I would also like to see the commission take its education and advocacy mission further and would work to assist in this.

Are you involved in any other Town activities?

PSB employee

Do you have time constraints that would limit your ability to attend one to two meetings a month?

Generally, no.

[Kevin_MacKenzie_Resume_2022.docx.pdf](#)

Upload a Resume

Demographics

Ethnicity

☒ Caucasian/Non-Hispanic

Gender

☒ Nonbinary or third gender

10/11/1996

Date of Birth



Brookline, MA

Commission on Diversity, Inclusion & Community Relations

Board Roster



Samuel Batchelder

1st Term May 01, 2020 - Aug 31, 2023

Email slbatch@comcast.net

Appointing Authority Select Board

Home Phone : 617-566-5752

Address

303 Goddard Ave
Brookline , MA 02445



Ihssane Leckey

1st Term May 01, 2020 - Aug 31, 2023

Email ihssane.leckey@gmail.com

Appointing Authority Select Board

Home Phone : 857 352-3893

Address

48 Marshal Street, Apt A
Brookline , MA 02446



Bashnu Tamang

1st Term May 01, 2020 - Aug 31, 2023

Email tamang3b@gmail.com

Appointing Authority Select Board

Home Phone : 617-866-3908

Address

22 High Street
Brookline , MA 02445



Bob Lepson

1st Term May 01, 2020 - Aug 31, 2023

Email blepson36@gmail.com

Appointing Authority Select Board

Home Phone : 617-308-1009

Address

36 Thorndike St
Brookline , MA 02446

**Kea vander Ziel****1st Term** Aug 31, 2020 - Aug 31, 2023**Email** kea.vanderziel@gmail.com**Appointing Authority** Select Board**Home Phone** : 617 935-2940**Address**100 Wolcott Rd
Brookline , MA 02467**Harvey Freishtat****1st Term** Mar 01, 2022 - Aug 31, 2024**Email** hfreishtat@gmail.com**Appointing Authority** Select Board**Home Phone** : 617 739-1959**Address**1160 Beacon Street, Unit 301
Brookline, MA 02445**Gaurav Sood****1st Term** Mar 01, 2022 - Aug 31, 2024**Email** gs1232@yahoo.com**Appointing Authority** Select Board**Home Phone** : 704 737-2264**Address**3 Englewood Ave, Apt 6
Brookline, MA 02445**Carlos Mario Tamayo****1st Term** Nov 17, 2022 - Nov 21, 2024**Email** tocarlos777@gmail.com**Appointing Authority** Select Board**Home Phone** : 617 901-1574**Alternate Phone** : 617 901-1574**Address**341 Saint Paul Street, Apt. 6, Brookline, MA, 02446
Brookline, MA**Spencer Holt****1st Term** Aug 30, 2022 - Aug 30, 2025**Email** spencer.hughin.holt@gmail.com**Appointing Authority** Select Board**Home Phone** : 603 303 8444**Address**217 Kent Street
Brookline, MA 02445

**Damon Graff****1st Term** Apr 12, 2022 - Aug 31, 2025**Email** dgraff@mindspring.com**Home Phone** : 617 803-7033**Address**46 Williams St Apt 3
Brookline , MA 02446**Appointing Authority** Select Board**Jessica Chicco****2nd Term** Sep 01, 2022 - Sep 01, 2025**Email** jessica.chicco@gmail.com**Home Phone** : 302-383-7118**Address**188 Rawson Rd, #2
Brookline , MA 02445**Appointing Authority** Select Board**Alessia Contu****1st Term** Nov 17, 2022 - Nov 21, 2025**Email** alessia.contu@umb.edu**Home Phone** : 857 415-8003**Alternate Phone** : 857 415-8003**Address**42 Verndale street
Brookline, MA 02446**Appointing Authority** Select Board**Chi Chi Wu****1st Term** Nov 17, 2022 - Nov 21, 2025**Email** chichiwutmm@gmail.com**Home Phone** : 617-359-2916**Alternate Phone** : 617 359-2916**Address**14 Marion Terrace
Brookline, MA 02446**Appointing Authority** Select Board

**Adena Walker****1st Term** Nov 17, 2022 - Nov 21, 2025**Email** adenagwalker@gmail.com**Home Phone** : 617 697-6229**Alternate Phone** : 617 697-6229**Address**42 Alton place
Brookline, MA 02446**Appointing Authority** Select Board**Jacob Jaffe****1st Term** Nov 17, 2022 - Nov 21, 2025**Email** jacob.jaffe@mail.yu.edu**Home Phone** : 617 383-5544**Alternate Phone** : 617 383-5544**Address**48 Clark Road
Brookline , MA**Appointing Authority** Select Board**Derek Hayes****No Term****Home Phone** :**Appointing Authority** Select Board**Position** Police Liaison**Valerie Frias****No Term****Email** valerie.frias@fake.com**Appointing Authority** Select Board**Position** School Committee Appointee**Miriam Aschkenasy****No Term****Email** maschkenasy@brooklinema.gov**Home Phone** : 617 512-3826**Address**311 Dean Rd
Brookline , MA 02445**Appointing Authority** Select Board**Position** Select Board Appointee**Vacancy****Position** Student Liaison



Vacancy

Appointing Authority Select Board



Brookline, MA

Naming Committee

Board Roster

**David-Marc Goldstein****1st Term** Sep 02, 2021 - Sep 02, 2024**Appointing Authority** Select Board**Category** Advisory Committee Appointee**Elizabeth Armstrong****1st Term** Sep 02, 2021 - Sep 02, 2024**Appointing Authority** Select Board**Category** Preservation Commission**James Carroll****1st Term** Sep 02, 2021 - Sep 02, 2024**Appointing Authority** Select Board**Category** Parks and Recreation Commission**David Pearlman****2nd Term** Apr 01, 2023 - Aug 31, 2025**Appointing Authority** Select Board**Category** School Committee**Adena Walker****1st Term** Sep 01, 2022 - Sep 01, 2025**Appointing Authority** Select Board**Category** Commission for Diversity, Inclusion and Community Relations**Pamela Roberts****1st Term** Apr 18, 2023 - Aug 31, 2026**Appointing Authority** Select Board



Kevin T Mackenzie

1st Term Apr 18, 2023 - Aug 31, 2026

Appointing Authority Select Board

Position Alternate member

Category Alternate Member



Harry K Friedman

3rd Term Apr 18, 2023 - Aug 31, 2026

Appointing Authority Select Board